SENATE.

MONDAY, *January 6, 1913.*

Prayer by the Chaplain, Rev. Ulysses G. B. Pierce, D. D.

Mr. BACON took the chair as President pro tempore under the order of the Senate of December 16, 1912.

CLARENCE W. WATSON, a Senator from the State of West Virginia, appeared in his seat to-day.

The Journal of the proceedings of Saturday last was read and approved.

Mr. SMOOT. I move that the Senate proceed to the consideration of executive business.

Mr. BRISTOW. Why should we not transact morning business before that motion is made?

Mr. GALLINGER. The motion is not debatable.

The PRESIDENT pro tempore. The motion is not debatable.

Mr. BRADLEY. What is the motion before the Senate?

The PRESIDENT pro tempore. The Senator from Utah moves that the Senate proceed to the consideration of executive business. [Putting the question.] The ayes appear to have it.

Mr. TILLMAN. I ask for the yeas and nays.

The PRESIDENT pro tempore. The Senator from South Carolina demands the yeas and nays. Is there a second? [After a pause.] Only six Senators voting in the affirmative, unless there is a call for a division the Chair will state that not a sufficient number have seconded the demand for the yeas and nays.

Mr. CLAPP. I suggest the want of a quorum.

The PRESIDENT pro tempore. The Senator from Minnesota suggests the absence of a quorum, and the Secretary will proceed to call the roll.

The Secretary called the roll, and the following Senators answered to their names:

Ashurst	Cummins	McCumber	Smith, Ga.
Bacon	Curtis	Martin, Va.	Smith, Md.
Bankhead	Dillingham	Nelson	Smoot
Borah	Dixon	Newlands	Stephenson
Bourne	du Pont	Oliver	Sutherland
Bradley	Fletcher	Page	Swanson
Bristow	Foster	Paynter	Thornton
Brown	Gallinger	Perkins	Tillman
Burnham	Gore	Perky	Townsend
Burton	Gronna	Pomerene	Warren
Chamberlain	Jackson	Richardson	Watson
Clapp	Jones	Root	Wetmore
Clark, Wyo.	Kenyon	Sanders	Works
Crane	Kern	Shively	
Crawford	Lippitt	Simmons	
Cullom	Lodge	Smith, Ariz.	

Mr. TOWNSEND. I desire to state that the senior Senator from Michigan [Mr. SMITH] is absent on business of the Senate. I will let this statement stand for the day.

Mr. BANKHEAD. I wish to state that my colleague [Mr. JOHNSTON of Alabama] is detained from the Senate on account of illness.

Mr. SHIVELY. I wish to announce that the junior Senator from New York [Mr. O'GORMAN], the junior Senator from New Jersey [Mr. MARTINE], the senior Senator from Arkansas [Mr. CLARKE], and the junior Senator from Florida [Mr. BRYAN] are absent attending the funeral of the late Senator from Arkansas, Mr. DAVIS.

Mr. SIMMONS. I wish to announce that my colleague [Mr. OVERMAN] is absent on account of illness.

Mr. FLETCHER. I wish to state that the junior Senator from Florida [Mr. BRYAN] is absent on business of the Senate.

The PRESIDENT pro tempore. Upon the call of the roll of the Senate 61 Senators have responded to their names. A quorum is present. The question is on agreeing to the motion of the Senator from Utah that the Senate proceed to the consideration of executive business.

Mr. SMOOT. I ask the unanimous consent of the Senate to withdraw the motion for an executive session, as the Senator from Kansas [Mr. BRISTOW] has an important bill to introduce, and he wishes to make a few remarks upon it.

The PRESIDENT pro tempore. Is there objection to the request of the Senator from Utah?

Mr. CLARK of Wyoming. I ask the Senator from Utah if it is not his intention to include other morning business.

Mr. GALLINGER. I suggest that the morning business shall be first transacted.

The PRESIDENT pro tempore. If the motion is withdrawn it is withdrawn for all purposes and will have to be renewed. There being no objection, the motion is withdrawn.

EXPENSES OF ATTENDANCE AT MEETINGS OR CONVENTIONS (H. DOC. NO. 1227).

The PRESIDENT pro tempore laid before the Senate a communication from the Secretary of the Interior, transmitting, pursuant to law, a statement showing all expenses incurred from June 30, 1912, until December 1, 1912, by officers or employees of the Interior Department in attending meetings or conventions of any society or association, which, with the accompanying paper, was referred to the Committee on Appropriations and ordered to be printed.

GEORGE W. LUTTRELL V. THE UNITED STATES (S. DOC. NO. 994).

The PRESIDENT pro tempore laid before the Senate a communication from the assistant clerk of the Court of Claims, transmitting a certified copy of the findings of fact and conclusion filed by the court in the cause of George W. Luttrell *v.* The United States, which, with the accompanying paper, was referred to the Committee on Claims and ordered to be printed.

PETITIONS AND MEMORIALS.

Mr. OLIVER presented a petition of members of the Nanticoke District Mining Institute, of Nanticoke, Pa., praying for the passage of the so-called Page vocational education bill, which was ordered to lie on the table.

He also presented a petition of Local Branch No. 113, National Association of Letter Carriers, of Sharon, Pa., praying for the enactment of legislation providing for the retirement of certain employees in the civil service, which was referred to the Committee on Civil Service and Retrenchment.

He also presented a petition of the Board of Trade of Philadelphia, Pa., praying for the enactment of legislation providing for the holding of an international conference on the subject of the high cost of living, which was referred to the Committee on Finance.

Mr. BRISTOW presented a petition of sundry citizens of Kansas City, Kans., praying that an investigation be made into the methods used in the prosecution of the socialist paper, Appeal to Reason, published at Girard, Kans., which was referred to the Committee on the Judiciary.

Mr. GALLINGER presented resolutions adopted by the Washington Chapter of the American Institute of Architects, favoring the enactment of certain legislation relative to the construction of reviewing stands, etc., for the inauguration of the President elect, which were referred to the Committee on Public Buildings and Grounds.

Mr. GRONNA presented a petition of sundry citizens of Aneta, N. Dak., and a petition of sundry citizens of Park River, N. Dak., praying for the passage of the so-called Kenyon-Sheppard interstate liquor bill, which were ordered to lie on the table.

Mr. WARREN presented sundry papers to accompany the bill (S. 7604) granting an increase of pension to Mary E. Lafontaine, which were referred to the Committee on Pensions.

Mr. LODGE presented petitions of members of the Cooper League of the Washington Street Baptist Church, of Lynn; of members of sundry men's clubs of Newton; of the congregation of the First Baptist Church of Hudson; of members of the Adult Bible Class of the Methodist Episcopal Church of Newton Center; of members of the John P. Freese Memorial Bible Class, of the Grace Congregational Church, of Framingham; of members of the Claflin Club of the Methodist Episcopal Church of Newtonville; of Rev. A. J. Dyer, of Sharon; and of sundry citizens of Lawrence, all in the State of Masachusetts, praying for the passage of the so-called Kenyon-Sheppard interstate liquor bill, which were ordered to lie on the table.

He also presented a petition of the Woman's Christian Temperance Union of Newton, Mass., and a petition of members of the Cooper League of the Washington Street Baptist Church, of Lynn, Mass., praying for the passage of the so-called Kenyon "red-light" injunction bill, which were referred to the Committee on the District of Columbia.

Mr. WETMORE presented a petition of Old Warwick Grange, Patrons of Husbandry, of Warwick, R. I., praying for the enactment of legislation providing for the establishment of agricultural extension departments in connection with the agricultural colleges in the several States, which was ordered to lie on the table.

He also presented a petition of Rear Admiral Charles M. Thomas Camp, No. 3, United Spanish War Veterans, of Newport, R. I., and a petition of Sidney F. Hoar Camp, No. 4, United Spanish War Veterans, of Providence, R. I., praying for the enactment of legislation to pension widows and minor children of any officer or enlisted man who served in the War with Spain or the Philippine insurrection, which were referred to the Committee on Pensions.

Mr. ROOT presented petitions of the Cayuga County No License League, of Port Byron; of the congregation of the Bushwick Avenue Methodist Episcopal Church, of Brooklyn; of the Herkimer County Woman's Christian Temperance Union, of Frankfort; of the Woman's Christian Temperance Union of Horseheads; of the congregation of the First Presbyterian

Church of Wolcott; of the Onondaga County Baptist Social and Missionary Union, of Syracuse; of the congregations of the Methodist Episcopal Church of Montour Falls; the Methodist Episcopal Church of West Frankfort; the Methodist Episcopal Church of West Schuyler; the American Reformed Church; the St. Johns Methodist Episcopal Church, and the Moulton Memorial Baptist Church, of Newburgh; and of sundry citizens of Champlain, Cincinnatus, Collamer, Chazy, Delhi, La Fayette, Perry Mills, Silver Springs, Syracuse, Tully, and Wolcott, all in the State of New York, praying for the passage of the so-called Kenyon-Sheppard interstate liquor bill, which were ordered to lie on the table.

BILLS INTRODUCED.

Bills were introduced, read the first time, and, by unanimous consent, the second time, and referred as follows:

By Mr. CLARK of Wyoming:

A bill (S. 7968) to increase the limit of cost for the purchase of a site and the construction of a public building in Honolulu, Territory of Hawaii; to the Committee on Public Buildings and Grounds.

By Mr. GORE:

A bill (S. 7969) to make Oklahoma City, Okla., a subport of entry under the jurisdiction of the surveyor of customs at Kansas City, Mo., and extending the privileges of the seventh section of the act of June 10, 1880, thereto; to the Committee on Commerce.

By Mr. CHAMBERLAIN:

A bill (S. 7971) to cause certain lands to revert to the State of Oregon; and

A bill (S. 7972) to regulate homestead entries in cases where persons otherwise entitled as heirs or devisees of a deceased applicant are disqualified by reason of alienage; to the Committee on Public Lands.

By Mr. SMOOT:

A bill (S. 7973) to amend an act entitled "An act relating to rights of way through certain parks, reservations, and other public lands," approved February 15, 1901; and

A bill (S. 7974) to amend the act entitled "An act relating to rights of way through certain parks, reservations, and other public lands," approved February 15, 1901; to the Committee on Public Lands.

By Mr. OLIVER:

A bill (S. 7975) granting a pension to Florence Bayler (with accompanying papers); to the Committee on Pensions.

By Mr. GRONNA:

A bill (S. 7976) to amend section 1 of an act entitled "An act to provide for agricultural entries on coal lands," approved June 22, 1910; to the Committee on Indian Affairs.

By Mr. KENYON:

A bill (S. 7977) granting an increase of pension to Charles W. Bowles;

A bill (S. 7978) granting an increase of pension to Milissa A. McGowan;

A bill (S. 7979) granting an increase of pension to Louis H. Ruehle;

A bill (S. 7980) granting an increase of pension to Isaac O. Foote;

A bill (S. 7981) granting an increase of pension to Francis W. Crumpton; and

A bill (S. 7982) granting an increase of pension to William Guhl; to the Committee on Pensions.

By Mr. ASHURST:

A bill (S. 7983) granting a pension to John T. O'Brien; to the Committee on Pensions.

By Mr. BURNHAM:

A bill (S. 7984) granting an increase of pension to Hannah Peavey; to the Committee on Pensions.

By Mr. WETMORE:

A bill (S. 7985) granting an increase of pension to Benjamin F. Corey (with accompanying papers); and

A bill (S. 7986) granting an increase of pension to John Wells (with accompanying paper); to the Committee on Pensions.

By Mr. STEPHENSON:

A bill (S. 7987) granting an increase of pension to Charles Brown (with accompanying papers); and

A bill (S. 7988) granting an increase of pension to John Eagan (with accompanying papers); to the Committee on Pensions.

By Mr. LA FOLLETTE:

A bill (S. 7989) granting a pension to Mary MacArthur; to the Committee on Pensions.

CREATION OF INDUSTRIAL COMMISSION.

Mr. BRISTOW. Mr. President, I introduce a bill to create an industrial commission and defining its powers and duties, and I desire briefly to explain the bill.

The bill (S. 7970) to create an industrial commission and defining its powers and duties was read twice by its title.

Mr. BRISTOW. Mr. President, the bill which I have introduced creates an industrial commission and defines its powers and duties.

The commission is to consist of seven members. They are to be appointed by the President and subject to removal by him for inefficiency, neglect of duty, or malfeasance in office. The term of the office is seven years.

The bill further provides for the removal by Congress of any commissioner by a vote of three-fifths of each House. This is to be a congressional commission of the same nature as the Interstate Commerce Commission, and, since it is created to carry out the policy and intention of Congress, according to rules which it prescribes, it seems to me that Congress should have the power to remove the commissioners if they fail to properly discharge the functions of their office. This proposed policy may meet opposition because it is an innovation, but, in my opinion, it is not only reasonable but desirable. It may be argued that Congress might act from partisan motives, as it frequently does in determining contests for membership in its own body, but the bill provides that the vacancy caused by a congressional removal is to be filled by the President in the usual way, so that while Congress can create a vacancy it can not fill it. That duty is left with the President, which, in my judgment, would make removals for partisan purposes improbable. They would be no more likely to occur than if removals were left wholly in the hands of the Executive.

The first 12 sections of the bill provide for the organization of the commission, define the scope of its operations, and give it the authority to secure the information necessary to carry out the purposes for which it is created. The Bureau of Corporations is merged into and made a part of the commission. The commission is given authority over every person, firm, copartnership, corporation, or joint-stock association that is doing an interstate business whose gross receipts exceed $5,000,000 per annum, and it is given authority to investigate the financial conditions, business operations, and management of all such concerns. It can require of them any information which it deems necessary for the proper discharge of its duties, and anyone refusing to comply with such demand is liable to punishment. To make a false report to the commission or to knowingly give it false information is made a penal offense.

Section 13 is intended to prevent the watering of stock, and requires that within three years the water be squeezed out of existing overcapitalized industries.

Section 14 limits the fees that may be paid to promoters for merging smaller corporations into larger ones, and is intended to prevent the evil practices so common in this character of corporation combinations.

Section 15 declares that any contract, combination in the form of trust or otherwise, or a conspiracy in restraint of trade shall be presumed to be unreasonable, and the burden of proof is placed on the corporation or joint-stock association to show that such combination or agreement or contract is not an unreasonable restraint of trade. This is intended to remedy as nearly as possible the evil which grows out of the decisions of the Supreme Court in the Standard Oil and Tobacco cases, wherein the court legislated the word "reasonable" into the Sherman antitrust law.

Sections 16, 17, 18, and 19 define certain acts and practices that are commonly indulged in by corporations in creating monopolies as unreasonable restraints of trade and violations of law.

The sections following 19 give the commission its drastic power and authorize it to investigate the operations of any of these concerns doing an interstate business, and to find whether or not they have violated the provisions of this act or of any other law of the United States against the restraint of trade. The commission is given authority to submit the result of these investigations to the Department of Justice for its action or to bring suits upon its own motion, either in its own name or in the name of the United States; that is, the act confers upon an industrial commission the authority over industrial concerns that the Interstate Commerce Commission now has with respect to the railroads.

The commission can bring suits under this law or under the Sherman antitrust law, or under any other law of the United States that seeks to regulate interstate and foreign commerce, except an act to regulate commerce approved February 4, 1887, commonly known as the interstate-commerce act. Any investigation in regard to the conduct of any one subject to the jurisdiction of the bill may be made by the commission either upon complaint or upon its own initiative, and if the commission finds that a corporation, copartnership, firm, person, or joint-stock association is violating the provisions of this act, or any of the

laws relating to the restraint of trade other than the interstate-commerce law referred to, it is directed to order such concern to desist and prescribe rules for it to follow in the operation of its business. If the party continues to violate the law, fails to obey the orders of the commission, or to follow the rules laid down by it, authority is given the commission to appoint a receiver for the concern and take possession of its property and wind up the business. This will probably be regarded as the most radical feature of the bill, but I am prepared to defend its wisdom. In case a receiver is appointed for a corporation or joint-stock association, it becomes his duty to call a meeting of the stockholders of the corporation, and they are required to determine whether or not they will elect officers for the corporation who will conduct its business in harmony with the law and the rules prescribed by the commission; and in the event that the stockholders refuse to elect such officers, then the receiver is directed to wind up the business of the corporation and distribute the proceeds among the stockholders pro rata, according to their several interests.

This bill, in short, creates an industrial commission, giving it the power over industrial concerns that the Interstate Commerce Commission has over transportation companies and which the Comptroller of the Currency has over national banks. It has combined the power and authority of these two governmental agencies into one commission and given it supervision over industrial establishments that engage in interstate trade.

The appointment of a receiver is not to interfere with any criminal prosecutions that may be determined upon. Suits brought by the Department of Justice or by the commission proceed as usual, but while these suits are pending and dragging their weary way for years through the courts the violations of the law will not be permitted to go on as they do now. They will be immediately stopped. The commission is authorized, if the interest of the public requires, to take possession of the property and operate it, and in the meantime the stockholders are given an opportunity to elect officers who will conduct the business in a legal way, and then the property is turned over to these new officers, while the criminal prosecution against the violators of the law is in no way interfered with. The purpose is to protect the people with some degree of promptness from the extortionate practices of powerful corporations without destroying the business which they represent. Because of the relation of some of these concerns to our industrial life, the continuance of their business might be a public necessity, so the bill undertakes to cure the evil without destroying the business.

Neither will it interfere with big business operations if such operations are along honest and creditable lines. It will not stop the growth of any big concern, provided that concern grows by honest methods. If it can produce a commodity in the fair and open field of competition at a less cost than its rivals, then it has the widest opportunity for success. The bill imposes no handicap upon energy, intelligence, or genius, but it does impose drastic restraints upon the use of intrigue and dishonesty to destroy business competitors.

The ineffectiveness of the courts or the Department of Justice to supervise big business has been clearly demonstrated in the Standard Oil and Tobacco cases. I do not believe that it is the province of the courts to supervise business. Their function is to decide what the law is, not to administer it in a legislative or executive capacity. It is not the province of the court or of the Attorney General, but of Congress, to fix the rules and prescribe the methods which such concerns shall follow in the management of their business when it affects interstate commerce.

I believe that the appointment of a receiver for a corporation that persistently violates the law will be far more effective in stopping the abuse that is growing out of the monopolization of our market place by giant industries than have been the indictments under the Sherman antitrust law. This bill, however, does not in any way weaken the power of the Sherman antitrust law. That law stands intact with all the potency that the courts have permitted it to retain. Every power which that law now has is preserved. We are simply providing additional means for more effectively controlling trusts, combinations, and monopolies.

Aside from the powers which are conferred upon the commission, there are two distinct features of the bill that have not heretofore been proposed in legislation of this kind. I refer to the provision enabling Congress to remove members of a commission by resolution and the authority for the commission to appoint a receiver to take possession of an industrial institution if those in control have refused to obey the law, and to require the stockholders to elect officers who will run it in a lawful way or to wind up its affairs.

I commend this bill to the careful consideration of every Senator and hope that the Committee on Interstate Commerce, to which it has been referred, will give it prompt consideration. The American people will not much longer submit to a few men monopolizing the business of the country. Some remedy must be provided speedily, and I am convinced that this bill offers an effective and safe way of curing these growing evils without endangering our industrial stability or prosperity.

Mr. SUTHERLAND. Mr. President, I desire to ask the Senator from Kansas a question with reference to one phase of his bill. I understood him to say that his bill provided that the proposed industrial commission—which, of course, is to be purely an administrative body—should be given the power to appoint a receiver. Is that correct?

Mr. BRISTOW. Yes.

Mr. SUTHERLAND. Has the Senator investigated the question as to whether or not it would be competent for Congress to confer that power upon an administrative body, and whether it is not purely a judicial function?

Mr. BRISTOW. Well, the Comptroller of the Currency appoints receivers for national banks; such receivers are executive officers, and I do not see why a commission could not be authorized to do the same thing. If Congress can authorize the Comptroller of the Currency to appoint a receiver for a national bank, which is a corporation, why can it not authorize a commission to appoint a receiver for any other corporation?

The PRESIDENT pro tempore. The bill will be referred to the Committee on Interstate Commerce.

AMENDMENT TO AGRICULTURAL APPROPRIATION BILL.

Mr. WARREN submitted an amendment authorizing the Secretary of Agriculture to expend an additional 20 per cent of the moneys received from the national forests during the fiscal year ending June 30, 1913, and also an additional 20 per cent of all moneys received during the fiscal year ending June 30, 1914, for the construction and maintenance of roads and trails within the national forests in the State from which such proceeds are derived, etc., intended to be proposed by him to the agricultural appropriation bill, which was referred to the Committee on Agriculture and Forestry and ordered to be printed.

HEALTH STATISTICS.

Mr. WORKS submitted the following resolution (S. Res. 420), which was read, considered by unanimous consent, and agreed to:

Resolved, That the Secretary of the Treasury be, and he is hereby, instructed to furnish to the Senate, at his earliest convenience, the following information:

1. The total expense to the Government for the year 1912 of its health departments, bureaus, and all other health activities, in its various branches, including the Public Health and National Quarantine, Public Health Service, medical departments of the Departments of War, Navy, and other departments, hospitals, hygienic laboratories, medical schools, attending surgeons, surgeons general, bureau of medicine and surgery, boards of examinations of officers, board of medical examiners, Children's Bureau, medical service in Bureau of Immigration, and all other bureaus or branches of the health and medical service of the Government, giving the expense of each separately and the total expense of the whole of them.

2. The number of officers and employees of such service, in each and all branches thereof, and their salaries and other compensation.

TRANSPORTATION OF FRANKABLE MATTER.

Mr. KENYON submitted the following resolution (S. Res. 421), which was read, ordered to lie on the table, and be printed:

Resolved, That the Postmaster General furnish to the Senate, if possible for him to do so, a statement showing the amount of mail franked from the headquarters of all candidates in all parties for the presidential nominations of their respective parties in 1912 in the pre-convention campaign; and also a statement, if possible for him to do so, showing the amount of mail franked from the headquarters of the various political parties in the political campaign of 1912, and an estimate of the cost to the Government of the transportation of such mail.

EXPENSE OF CARRYING SEEDS, ETC.

Mr. KENYON submitted the following resolution (S. Res. 422), which was read, ordered to lie on the table, and be printed:

Resolved, That the Postmaster General furnish to the Senate an estimate, if possible for him so to do, of the expense to the Government for the last four years of the carrying of seeds, plants, and bulbs franked through the mails.

FREE DISTRIBUTION OF SEED.

Mr. KENYON submitted the following resolution (S. Res. 423), which was read, ordered to lie on the table, and be printed:

Resolved, That the Secretary of Agriculture furnish to the Senate an estimate of the expense to the Government for the last four years of purchasing or securing seeds, bulbs, plants, trees, etc., for free distribution by Members of Congress and the total number of packages so furnished. Also the expense of preparing the same for such free distribution and delivery of same to the mails.

INVESTIGATION OF CAMPAIGN CONTRIBUTIONS.

The PRESIDENT pro tempore. The Chair lays before the Senate a resolution coming over from a previous day, which will be read.

The Secretary read the resolution (S. Res. 418) submitted by Mr. CLAPP on the 4th instant, as follows:

Resolved, That Senate resolution 79, agreed to August 26, 1912, be, and the same is hereby, amended by inserting, in line 2, page 2, of said resolution, after the word "eight," the words "November 5, 1912."

Mr. OLIVER. Mr. President, I make the point of order that this resolution calls for the expenditure of money, and, under Rule XXV, should go to the Committee to Audit and Control the Contingent Expenses of the Senate.

Mr. CLAPP. Mr. President, I had, of course, anticipated that that point of order would be made. I desire to call the attention of the Senate to the fact that this is simply an amendment to a resolution which did go to the Committee to Audit and Control the Contingent Expenses of the Senate. If the point made by the Senator from Pennsylvania is well taken, then whenever a resolution involving an expenditure goes to the Committee to Audit and Control the Contingent Expenses of the Senate and comes back before this body for action, no motion to amend that resolution can be entertained until the motion to amend has in turn been referred to the Committee to Audit and Control the Contingent Expenses of the Senate.

I have not myself looked the matter up, but I had my clerk this morning look it up with a good deal of care, and he assures me that, while the original resolution, Senate resolution 79, went to the Committee to Audit and Control the Contingent Expenses of the Senate and was reported back, the subsequent resolution, Senate resolution 386, the resolution submitted by the senior Senator from Pennsylvania [Mr. PENROSE], amending the original resolution and very materially enlarging the duties and the possible expenditures to be incurred by the committee, was passed by the Senate without any action on the part of the Committee to Audit and Control the Contingent Expenses of the Senate.

All that the pending resolution does is to amend a resolution which in regular form went to that committee, was reported back by that committee, and adopted by the Senate. That resolution omitted from the scope of the inquiry of the committee the expenditures in the presidential campaign and congressional campaign of 1912; it covered the campaigns of 1904 and 1908 and also the primary campaign of 1912, but it left the committee without authority to inquire into the expenses of the presidential and congressional campaigns in the election held on the 5th of November, 1912. Inasmuch as the committee during some three or four months upon the authority of the resolution No. 79 has been obliged to delve amidst the catacombs of the past, it strikes me that it is within the power of the Senate, and clearly within the duty of the Senate, to authorize the committee to include in their investigations the expenses of the campaign itself of 1912.

I submit, Mr. President, that the point of order is not well taken.

Mr. GALLINGER. Mr. President, I have no disposition to obstruct the committee, which has been so industriously endeavoring to ascertain whether or not an undue amount of money has been spent in our presidential campaigns; and I confess I was very much startled when I read of the enormous contributions that had been made to the campaign of 1904. It was illuminating to me.

On the point of order, Mr. President, the function of the Committee to Audit and Control the Contingent Expenses of the Senate—and their authority does not go beyond that fact—is to ascertain whether or not there is money in the contingent fund to prosecute an inquiry.

When the original resolution was offered, the Committee on Contingent Expenses satisfied themselves of the fact that the money would be forthcoming, if called for. It is true that that resolution was subsequently amended without dissent, and to that extent the Senator has a precedent for asking that we further amend it. But it does seem to me, Mr. President, considering what is the function of that committee, and its only function, that when we propose to expend more money, that committee ought to be given an opportunity to say whether or not it is a wise investment of the public funds; and for that reason it seems to me very clear that the point of order having been made the resolution ought to go to that committee, as it would if this was an original proposition.

In saying this, Mr. President, I want to be distinctly understood as not putting myself in any attitude of obstruction to this proposed further investigation, if it is thought desirable to make it; but if we pass a simple resolution asking for an investigation that will cost $500 we might continue by amending that resolution to authorize an expenditure of $50,000, and the Committee to Audit and Control the Contingent Expenses of the Senate would have no opportunity to ascertain from the proper official whether or not the money was in hand.

And so, Mr. President, viewing it in that light, it seems to me that the matter ought to go to that committee, although personally I have very little interest in it. Whatever the Chair decides, of course, will be right.

Mr. MARTIN of Virginia. Mr. President, I have not heard all that has been said in respect to this matter. The point of order was made by the Senator from Pennsylvania [Mr. OLIVER], and he has not pointed out, nor have I heard pointed out by anyone else, anything in any of the rules of the Senate that deprives the Senate of its right to pass a resolution of this character. Surely a majority of the Senate has a right to pass a resolution of this sort unless there is some rule that explicitly forbids it.

Mr. GALLINGER. The statute.

Mr. MARTIN of Virginia. I have not had an opportunity to examine it, and the provision, if any there is, that forbids it has not been pointed out. Everybody knows that the Senate will provide the funds, if any are necessary, and it does seem to me that this is an obstruction, whether so intended or not. It is simply interposing a barrier against an investigation that can not be hurtful to the right. Certainly the country is entitled to know the facts. It can do no harm to those who have had charge of campaigns to give publicity to what they have done. I had hoped that there would be no technical barrier attempted to be interposed here to deprive the Senate of the privilege of enlarging the jurisdiction of a committee which has already been authorized to take up this general subject, and I know of no rule against it. As I said, I have not given any particular scrutiny to the rules, and I am very much surprised that a technical rule should be resorted to to prevent the light of day from shining on whatever has taken place in the last campaign or any other campaign.

I feel that the resolution is in order, and whether in order or not, I would regret very much to see it hindered and delayed by a technical objection.

Mr. GALLINGER. Mr. President, if the Senator from Virginia means that I have raised any technical objection, I want now to disclaim that. During my service here a great many resolutions have been offered proposing to take money from the contingent fund, and immediate consideration has been asked. The fact is that there is not any rule governing it, but there is a statute law governing it, providing that all such resolutions shall go to the Committee to Audit and Control the Contingent Expenses of the Senate.

Now, if the Senate wishes to put itself on record as saying that when a resolution is passed providing for taking a small amount of money from the contingent fund, that resolution can from time to time be amended without any action on the part of the Committee to Audit and Control the Contingent Expenses of the Senate, so it can be multiplied tenfold or a hundredfold, I have no objection to the Senate establishing that principle. But I can not fail to think that it is not a correct procedure when a point of order is made against the resolution. I did not make the point of order, and I speak simply because I think the rule, if construed as I think it ought to be, would recognize that the point of order is well taken. However it may be decided by the Chair, I shall be content.

Mr. CLAPP. I should like to ask the Senator from New Hampshire a question.

Mr. GALLINGER. Certainly.

Mr. CLAPP. What is the difference between this form of amendment and if, when the original resolution had come back from the Committee to Audit and Control the Contingent Expenses of the Senate, an amendment had been offered, not only probably but quite surely increasing the expenses as compared with the expenses possible under the resolution as reported by the Committee to Audit and Control the Contingent Expenses of the Senate? If the contention here maintained is tenable, no resolution reported by that committee could be amended on the floor of the Senate so as to increase the expenses without being referred back to the committee.

Mr. GALLINGER. My answer to that, Mr. President, is that I do not think it is the function of that committee to suggest legislation. The function of that committee is simply to inquire of the disbursing officer of the Senate—and I served a long time on that committee and know the procedure—whether or not the fund is at hand to warrant the inquiry; and if the committee reports that, in its judgment, the money is in hand or will be provided, then action is taken.

But I do not care to go into technicalities or refinements about the question. It is in the hands of the Presiding Officer to decide, and I know he will decide it very wisely.

Mr. OLIVER. Mr. President——

The PRESIDENT pro tempore. If the Senator from Pennsylvania will indulge me, the Chair is ready to rule, unless the Senator has something additional to say.

Mr. OLIVER. I rather think, Mr. President, in view of what has been said by the senior Senator from Virginia, that I ought to disclaim any intention to interpose what he terms a technical objection to this proposition. My only objection to the adoption of the resolution at this time is that if we are going to adopt a resolution of this kind, we ought to do it according to the rules of the Senate; and the rule of the Senate is distinct, and it is mandatory.

Rule XXV states that among the standing committees of the Senate shall be—

A Committee to Audit and Control the Contingent Expenses of the Senate, to consist of five Senators, to which shall be referred all resolutions directing the payment of money out of the contingent fund of the Senate or creating a charge upon the same.

Now, Mr. President, that is distinct in that it gives the Committee to Audit and Control the Contingent Expenses of the Senate the right to say whether any money shall be expended for an investigation by any committee.

The Senator from Minnesota refers to the original resolution and the resolution enlarging the duties of this committee, and he says that the latter was not referred to the Committee to Audit and Control the Contingent Expenses of the Senate. Two wrongs do not make a right, and if this point of order had been made at that time I think unquestionably it would have been sustained by the Chair and that the resolution enlarging the duties of the committee would have been referred at that time to the Committee to Audit and Control the Contingent Expenses of the Senate.

Mr. CLAPP. Mr. President——

Mr. OLIVER. I am going to speak only a minute or two, and I desire to conclude.

I want to disclaim, Mr. President, any intention to obstruct or prevent the passage of this resolution. I am free to say that I think it is absolutely unnecessary. The reason for investigation connected with the campaigns of 1904 and 1908 does not exist with regard to the campaign of 1912. There is a publicity law now in force which compels the different committees to report. They have made their reports.

The PRESIDENT pro tempore. The Chair calls the attention of the Senator to the fact that the merits of the resolution are not before the Senate. It is simply a question of order.

Mr. OLIVER. I beg pardon, Mr. President. Now, I wish to say that if it shall not be considered a precedent for future action, and I can do so, I am perfectly willing to withdraw the point of order and to allow the resolution to pass, so far as I am concerned; but I will submit to the Chair in that respect.

Mr. SMITH of Georgia. Then the point of order is withdrawn, is it not?

SEVERAL SENATORS. No.

The PRESIDENT pro tempore. The Chair feels that it is its duty to give direction to the resolution according to the rules governing the Senate; and the Chair will have the law read; not the rule of the Senate which has already been read, but the statute law enacted by Congress. The Secretary will read the extract from the statute law.

The Secretary read as follows:

Hereafter no payment shall be made from the contingent fund of the Senate unless sanctioned by the Committee to Audit and Control the Contingent Expenses of the Senate, or from the contingent fund of the House of Representatives unless sanctioned by the Committee on Accounts of the House of Representatives. And hereafter payments made upon vouchers approved by the aforesaid respective committees shall be deemed, held, and taken and are hereby declared to be conclusive upon all the departments and officers of the Government: *Provided*, That no payment shall be made from said contingent funds as additional salary or compensation to any officer or employee of the Senate or House of Representatives. (25 Stats., p. 546.)

Mr. CULBERSON. Mr. President, may I ask that the statute be read again, so far as the Senate is concerned? My attention was diverted a moment and I did not hear it.

The Secretary read as follows:

Hereafter no payment shall be made from the contingent fund of the Senate unless sanctioned by the Committee to Audit and Control the Contingent Expenses of the Senate.

Mr. MARTIN of Virginia. Mr. President——

Mr. CULBERSON. I call the attention of the Chair to the fact that this purports to be an amendment to a resolution which has already been reported favorably by the Committee to Audit and Control the Contingent Expenses. This is a proposition to amend that resolution, which has been reported by a committee and passed by the Senate.

Mr. LODGE. Mr. President, if I may ask a question, does the resolution make a charge on the contingent fund, whether it is an amendment or not? I ask for information, as I was not here when the debate began. Does the resolution make an additional charge?

The PRESIDENT pro tempore. It enlarges the scope of the duties of the committee.

Mr. LODGE. Does it make an additional charge upon the contingent fund?

The PRESIDENT pro tempore. The resolution speaks for itself, and the Chair will have it read. It is not the duty of the Chair to interpret the resolution. The Secretary will again read the resolution.

The Secretary read as follows:

Resolved, That Senate resolution 79, agreed to August 26, 1912, be, and the same is hereby, amended by inserting, in line 2, page 2, of said resolution, after the word "eight," the words "November 5, 1912."

Mr. LODGE. Then it makes an additional charge on the contingent fund?

Mr. MARTIN of Virginia. Mr. President, I desire to call attention to the fact that there is nothing at all in the resolution about paying the expenses. The law which has been read simply provides that certain payments shall not be made from that fund except by the authority of the Committee to Audit and Control the Contingent Expenses of the Senate. Now, if the chairman of this committee can not get along without an additional act by the Senate, he can ask for it, but I can not see in the statute which has been read anything that deprives the Senate of its jurisdiction and power to pass a resolution for an investigation.

The matter of paying any expenses which may be necessary for the conduct of that investigation is a separate proposition entirely. I do not see in the statute anything that deprives the Senate of its right and jurisdiction to pass a resolution of this character or any other resolution that it sees fit to pass.

Mr. LODGE. May I ask the Senator from Virginia a question?

Mr. MARTIN of Virginia. Certainly.

Mr. LODGE. Does the Senator think that committees can incur expenses and then come and ask that they be paid out of the contingent fund?

Mr. MARTIN of Virginia. If they do so, they do it on their own responsibility. If a committee can not find anywhere a law to meet a necessary expense, then they can come back to the Senate.

Mr. LODGE. Of course, if a committee can involve itself in expenses before receiving authority to do so, the statute is valueless; that is, if a committee can incur expense and then after incurring it simply come and get an order therefor from the Senate.

Mr. MARTIN of Virginia. That is a matter for the committee to determine.

Mr. LODGE. Certainly. It leaves it to the Senate.

Mr. MARTIN of Virginia. But what I am insisting upon is the power of the Senate—the jurisdiction of the Senate—to pass this resolution, if it sees fit, and make no provision now for the payment of expenses.

Mr. CULBERSON. I call the attention of the Senator from Virginia to the fact that the resolution which is pending before the Committee on Privileges and Elections, or the subcommittee, provides for the payment out of the contingent fund of the expenses of this investigation. Now, this proposed amendment which is pending is to amend that resolution so as to provide for an examination as to the election of 1912, and if that is done the same proposition will still be before the committee to pay out of the contingent fund the expenses of the investigation as to the election of 1912.

Mr. LODGE. That is precisely what I understood. It enlarges the charge on the fund.

Mr. MARTIN of Virginia. Mr. President, I suspect the committee will find under the provisions of the original resolution sufficient authority to pay these expenses. If it does not, it is a problem not involved in the passage of this resolution now. It can come up later, and in some other way. What I am insisting upon is the power of the Senate to pass the resolution, if it sees fit, and make no provision, unless it sees fit to make provision, for the payment of the expenses to be incurred.

The PRESIDENT pro tempore. The Chair understands the point of order is withdrawn. The statute has been read to the Senate, and it is not the province of the Chair to insist upon its consideration in the absence of objection.

Mr. MARTIN of Virginia. It was exactly my contention, that the Senate had the power to dispose of the resolution as it saw fit.

Mr. CLARK of Wyoming. Do I correctly understand that the point of order is withdrawn unconditionally?

Mr. OLIVER. I merely testified to my willingness to withdraw the point of order. I think this is rather an important question and may govern the Senate hereafter, and I think there should be a ruling upon it. The Committee to Audit and Control the Contingent Expenses of the Senate can report to-morrow, and but little delay will occur. I think we ought to have a ruling on the question. I do not withdraw the point of order.

Mr. CLARK of Wyoming. I simply want to say as to the point of order that, while I do not doubt the authority of the Senate to proceed in the way suggested by the Senator from Virginia, the only question is as to its advisability.

If a rule of the Senate can be broken in one proceeding, that can be cited for breaking it in another proceeding. In other words, if to further a good end we will trample upon our rules, we may very well be asked in future to do the same to accomplish a purpose that is not so clearly good.

It seems to me that this is clearly an infraction of the rule. I myself introduced a bill this morning that I think presents an analogous case. At the last session of Congress, or the one before, Congress passed a law providing for the erection of a public building in Honolulu, limiting the cost. I introduced this morning an amendment to that bill providing for an increase of the cost, and it went to the Committee on Public Buildings and Grounds, as it properly should. This motion of the Senator from Minnesota not only amends a past action of this body, but it incurs additional expense, and in addition to that extends the jurisdiction of the committee to inquire into something to which its inquiry was not directed by the former resolution. I think we should proceed carefully.

Mr. BORAH. Mr. President, has the point of order been withdrawn?

Mr. OLIVER. No.

The PRESIDENT pro tempore. It has not.

Mr. CLARK of Wyoming. It occurs to me that the Senate having authorized an investigation of the campaigns of 1904 and 1908, the committee could not well expend money from the contingent fund which authorized that investigation to investigate another and altogether different campaign.

Mr. LODGE. Which had not occurred.

Mr. CLARK of Wyoming. Which had not occurred at the time the resolution was adopted.

Mr. WORKS. Mr. President, the original resolution provided for the expenditure of money for specific purposes; that is to say, for the investigation of expenditures for political purposes, covering certain years. The committee determined upon that resolution whether it was appropriate and expedient to expend the necessary money for that investigation. Now, we are proposing to extend the scope, covering the political expenditures during another and a different year, which would involve additional expenses. That question has never been before the Committee on Contingent Expenses at all and has never been considered.

Perhaps, if the original resolution had provided for this additional investigation the committee might have refused to approve it, for the very reason that it would involve the expenditure of a greater sum than should be paid out of the contingent fund.

This question has never been before the committee and has never been investigated. It seems to me that it is clearly within the prohibition of the statute which has been read.

Mr. WARREN rose.

Mr. CRAWFORD. I understood the President was ready to rule some time ago. I ask for the ruling of the Chair.

The PRESIDENT pro tempore. The Chair will hear Senators if they desire to be heard.

Mr. WARREN. Mr. President, I was not in my seat when the matter first came up. I have nothing to say on the merits of the case, as to whether we should go into the investigation or not, but I think it is a very unusual proceeding to provide for an expenditure from the contingent fund when there is no special authority for it except to revert to a resolution passed at another time and to say nothing of an appropriation to cover the same. The Appropriation Committee is supposed, in appropriating for the contingent fund, to have some basis or estimate or authority, the same as when appropriating for other purposes. At the present time——

Mr. CLAPP. Will the Senator yield for a question?

Mr. WARREN. After a moment. At the present time it may be—while that will not affect the merits of the case—that there is no money available to pay anything of consequence until we make further appropriations; and there might be the embarrassment of some vouchers of the committee being unpaid for a time, until the matter could be acted upon. I think it an unsafe way to proceed without accompanying the proposition with the necessary authority to pay, and therefore the measure ought to go to the Committee on Contingent Expenses of the Senate, and if approved by that committee the Appropriation Committees of the Senate and House would have that authority before them and would know what to provide for.

Mr. CLAPP. I want simply to remind the Senator from Wyoming—I do not know whether he was here at the time or not—that on the 24th day of August the Senate did just what they are asked now to do. They amended resolution No. 79 by resolution No. 386, covering practically all the expenses the committee incurred without submitting it to the Committee on Contingent Expenses. Pending the consideration of that resolution, that resolution itself, No. 386, was amended by inserting the words "an attorney," which would possibly materially enlarge the expenses to be incurred by the committee.

If the position taken is right, then I submit that no matter whether the Committee to Audit and Control the Contingent Expenses of the Senate have passed on it or not, if they have reported favorably on a resolution the Senate would be absolutely powerless to insert a word of amendment increasing possibly the expense of the investigation without sending that question of amendment back to the same committee for its action on the amendment. I do not believe the law is susceptible of any such construction.

The PRESIDENT pro tempore. The Chair is ready to rule on the question.

Mr. GALLINGER. Let the Chair rule on it.

The PRESIDENT pro tempore. Before doing so, the Chair will direct the Secretary to read another section of the statute law, illustrative of this question rather than bearing directly on the precise point involved.

The Secretary read from the Thirty-second Statutes, page 26, as follows:

That hereafter appropriations made for contingent expenses of the House of Representatives or the Senate shall not be used for the payment of personal services, except upon the express and specific authorization of the House or Senate in whose behalf such services are rendered. Nor shall such appropriations be used for any expenses not intimately and directly connected with the routine legislative business of either House of Congress, and the accounting officers of the Treasury shall apply the provisions of this paragraph in the settlement of the accounts of expenditures from said appropriations incurred for services or materials subsequent to the approval of this act.

The PRESIDENT pro tempore. The Chair will also direct that section 76 of the Revised Statutes be read.

The Secretary read as follows:

SEC. 76. No payment shall be made from the contingent fund of either House of Congress unless sanctioned by the Committee to Audit and Control the Contingent Expenses of the Senate or the Committee on Accounts of the House of Representatives, respectively.

The PRESIDENT pro tempore. In passing upon the question, the Chair, of course, can not be influenced in any degree by the question whether or not he favors the purpose of the resolution. It must be decided exclusively upon the question whether or not it is in order under the rules of the Senate and the statute law.

In the opinion of the Chair, the resolution should go to the Committee to Audit and Control the Contingent Expenses of the Senate. The reasons have been fully stated by several Senators, and among others the Chair desires to say that the statement made by the Senator from California [Mr. WORKS] in his opinion briefly and clearly expresses the necessity for a reference of the resolution to the Committee to Audit and Control the Contingent Expenses of the Senate.

The original resolution was one which authorized an investigation of a certain expenditure in a certain campaign, and was limited to that campaign; that matter was referred to the Committee to Audit and Control the Contingent Expenses of the Senate. This amendment provides for an altogether new investigation of expenditures in an altogether different campaign. In the opinion of the Chair, this amendment stands in exactly the same position before the Senate as if an independent resolution had been offered for the investigation of the expenses in the campaign of 1912. Therefore the Chair sustains the point of order. The resolution will be referred to the Committee to Audit and Control the Contingent Expenses of the Senate.

OMNIBUS CLAIMS BILL.

Mr. CRAWFORD. Is the morning business closed?

The PRESIDENT pro tempore. The morning business is closed.

Mr. CRAWFORD. I ask the Senate to resume consideration of House bill 19115, the omnibus claims bill, and I would like to have the reading of the pending amendment finished, because we have spent four days now in trying to get the amendment read. It will take only a very short time to complete the

reading, and then I desire to yield to the Senator from Idaho [Mr. BORAH], who wishes to make some remarks.

There being no objection, the Senate, as in Committee of the Whole, resumed consideration of the bill (H. R. 19115) making appropriation for payment of certain claims in accordance with findings of the Court of Claims, reported under the provisions of the acts approved March 3, 1883, and March 3, 1887, and commonly known as the Bowman and the Tucker Acts.

The PRESIDENT pro tempore. The question is on the amendment of the Senator from South Dakota [Mr. CRAWFORD] to the amendment offered by the Senator from Massachusetts [Mr. LODGE]. The Secretary will continue the reading of the pending amendment.

The Secretary resumed the reading of the amendment to the amendment on page 75, line 11, and concluded the reading.

The amendment to the amendment proposes to insert the following:

(Omit the part in brackets and insert the part printed in italic.)

That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to claimants named in this act the several sums appropriated herein, the same being in full for and the receipt of the same to be taken and accepted in each case as a full and final release and discharge of their respective claims, namely:

FRENCH SPOLIATION CLAIMS.

To pay the findings of the Court of Claims on the following claims for indemnity for spoliations by the French prior to July thirty-first, eighteen hundred and one, under the act entitled "An act to provide for the ascertainment of claims of American citizens for spoliations committed by the French prior to the thirty-first day of July, eighteen hundred and one," approved January twentieth, eighteen hundred and eighty-five: *Provided*, That in all cases where the original sufferers were adjudicated bankrupts the awards shall be made on behalf of the next of kin instead of to assignees in bankruptcy, and that awards in the cases of individual claimants shall not be paid until the Court of Claims shall certify to the Secretary of the Treasury that the personal representatives on whose behalf the awards are made represent the next of kin, and the courts which granted the administrations, respectively, shall have certified that the legal representatives have given adequate security for the legal disbursements of the awards, namely:

On the vessel schooner Hetty, William Manson, master, namely:

Payton S. Coles and David Stewart, administrators of John Stricker, [one thousand nine hundred and five] *one thousand two hundred and thirty* dollars.

On the vessel ship Washington, Aaron Foster, master, namely:

Lucy Franklin Read McDonnell, executrix, etc., of George Pollock, surviving partner of Hugh Pollock and Company, [nine hundred and eighty] *eight hundred and thirty* dollars.

On the vessel sloop Two Friends, Peter Pond, master, namely:

[George G. Sill, administrator of Peter Pond, nine hundred and twenty-five dollars and twenty-five cents.]

Charles F. Adams, administrator of Peter C. Brooks, [one thousand eight hundred] *one thousand two hundred and fifty* dollars.

Seth P. Snow, administrator of Crowell Hatch, [one thousand] *seven hundred* dollars.

George G. Sill, administrator of William Leavenworth, [one thousand one hundred and ninety-nine dollars and twenty-five cents] *eight hundred and forty-three dollars.*

On the vessel ship Sally Butler, Alexander Chisolm, master, namely:

Archibald Smith, administrator de bonis non of the estate of James Seagrove, deceased, six thousand three hundred and eleven dollars and forty-one cents.

On the vessel brig Neptune, Hezekiah Flint, master, namely:

[David Pingree, administrator of Thomas Perkins, deceased, four hundred and nine dollars and thirty-four cents.]

Francis M. Boutwell, administrator of John McLean, deceased, [five hundred] *four hundred and forty* dollars.

Arthur D. Hill, administrator of Benjamin Homer, deceased, [one thousand] *eight hundred and eighty* dollars.

Thomas N. Perkins, administrator of John C. Jones, deceased, [one thousand] *eight hundred and eighty* dollars.

On the vessel ketch John, Henry Tibbetts, master, namely:

Hasket Derby, administrator of Elias Hasket Derby, twelve thousand nine hundred and sixty-two dollars and ninety-two cents.

On the vessel ship Ceres, Roswell Roath, master, namely:

Donald G. Perkins, administrator of Daniel Dunham, [seven thousand five hundred and twenty-two dollars and eighty-two] *six thousand six hundred and eighty-eight dollars and sixty-one* cents.

Donald G. Perkins, administrator of Alpheus Dunham, six thousand and three dollars and eighty-four cents.

Edmund D. Roath, administrator of Roswell Roath, [one thousand five hundred and eighteen dollars and ninety-eight] *six hundred and eighty-four dollars and seventy-seven* cents.

Asahel Willet, administrator of Jedediah Willet, [one thousand five hundred and eighteen dollars and ninety-eight] *six hundred and eighty-four dollars and seventy-seven* cents.

Charles Francis Adams, administrator of Peter C. Brooks, [seven hundred] *six hundred and two* dollars.

A. Lawrence Lowell, administrator of Nathaniel Fellowes, [eight hundred] *six hundred and eighty-eight* dollars.

H. Burr Crandall, administrator of Thomas Dickason, [one thousand] *eight hundred and sixty* dollars.

William P. Perkins, executor, etc., of Thomas Perkins, [five hundred] *four hundred and thirty* dollars.

On the vessel brig Eliza, Thomas Woodbury, jr., master, namely:

Arthur L. Huntington, administrator of William Orme, [twenty-nine thousand seven hundred and ninety-two] *twenty-six thousand seven hundred and forty-two* dollars and forty-six cents.

Bayard Tuckerman, administrator of Walter Channing, surviving partner of Gibbs & Channing, [seven hundred and fifty dollars] *five hundred and sixty-two dollars and fifty cents.*

Arthur L. Huntington, administrator of James Dunlap, [five hundred] *three hundred and seventy-five* dollars.

William Ropes Trask, administrator of Thomas Amory, [one thousand] *seven hundred and fifty* dollars.

Archibald M. Howe, administrator of Francis Green, [five hundred] *three hundred and seventy-five* dollars.

Harriet E. Sebor, administratrix of Jacob Sebor, [two hundred and fifty dollars] *one hundred and eighty-seven dollars and fifty cents.*

Sarah L. Farnum, administratrix of Leffert Lefferts, [five hundred] *three hundred and seventy-five* dollars.

Louisa A. Starkweather, administratrix of Richard S. Hallett, [six hundred and twenty-five] *three hundred and seventy-five* dollars.

Walter Bowne, administrator of Walter Bowne, [six hundred and twenty-five] *three hundred and seventy-five* dollars.

Robert B. Lawrence, administrator of John B. Bowne, [one hundred and twenty-five dollars] *ninety-three dollars and seventy-five cents.*

Walter S. Church and Walter S. Church, administrators of John Barker Church, [two thousand] *one thousand five hundred* dollars.

Thomas W. Ludlow, administrator of Thomas Ludlow, [five hundred] *three hundred and seventy-five* dollars.

Francis R. Shaw, administrator of J. C. Shaw, [two hundred and fifty dollars] *one hundred and eighty-seven dollars and fifty cents.*

On the vessel brig General Warren, Issachar Stowell, master, namely:

Charles F. Adams, administrator of Peter C. Brooks, [six thousand four hundred and six dollars and sixty-eight] *five thousand seven hundred and seventy-three dollars and fifty-five* cents.

Edmond D. Codman, administrator of William Gray, jr., [one thousand eight hundred and fifty] *one thousand six hundred and twenty-eight* dollars.

George G. King, administrator of Crowell Hatch, [nine hundred and sixty] *eight hundred and seventy-five* dollars.

On the vessel ship Cincinnatus, William Martin, master, namely:

Richard H. Pleasants, administrator of Aquila Brown, jr., [two thousand four hundred and eighty-six dollars and seventy-five cents] *one thousand six hundred and sixty-five dollars.*

William A. Glasgow, jr., administrator of William P. Tebbs, two thousand five hundred and sixty dollars and twenty cents.

On the vessel brig Pilgrim, Priam Pease, master, namely:

Nathaniel H. Stone, administrator of John M. Forbes, surviving partner of the firm of J. M. and R. B. Forbes, [twenty thousand six hundred and ninety-two] *seventeen thousand five hundred and ninety-two* dollars and twenty cents.

Russell Bradford, administrator of Joseph Russell, two thousand seven hundred and seventy-four dollars and forty-four cents.

On the vessel ship Venus, Henry Dashiell, master, namely:

David Stewart, administrator of William P. Stewart, surviving partner of the firm of David Stewart and Sons, [six thousand seven hundred and sixty-six dollars and fifty cents] *three thousand nine hundred dollars.*

Elizabeth Campbell Murdock, administratrix of Archibald Campbell, [six thousand seven hundred and sixty-six dollars and fifty cents] *three thousand nine hundred dollars.*

Elizabeth H. Penn, administratrix of Thomas Higinbotham, [three thousand eight hundred] *two thousand six hundred* dollars.

Nicholas L. Dashiell, administrator of Henry Dashiell, one thousand five hundred and seventy dollars.

On the vessel sloop Geneva, Giles Savage, master, namely:

Charles F. Adams, administrator, etc., of Peter C. Brooks, [one thousand three hundred] *one thousand one hundred and five* dollars.

George G. King, administrator, etc., of Crowell Hatch, [eight hundred] *six hundred and eighty* dollars.

Thomas N. Perkins, administrator, etc., of John C. Jones, [seven hundred] *five hundred and ninety-five* dollars.

Francis M. Boutwell, administrator, etc., of Benjamin Cobb, [five hundred] *four hundred and twenty-five* dollars.

Margaret R. Riley, administratrix, etc., of Luther Savage, surviving partner of the firm of Riley, Savage and Company, [four thousand eight hundred and fifty] *three thousand four hundred and seventy* dollars.

On the vessel ship Aurora, Stephen Butman, master, namely:

Charles Francis Adams, administrator of Peter C. Brooks, [two thousand five hundred] *one thousand seven hundred and fifty* dollars.

Frank Dabney, administrator of Samuel W. Pomeroy, [four hundred] *two hundred and eighty* dollars.

Henry Parkman, administrator of John Duballet, [one thousand] *seven hundred and twenty-five* dollars.

George G. King, administrator of Crowell Hatch, [six hundred] *four hundred and twenty* dollars.

William S. Perry, administrator of Nicholas Gilman [one thousand] *seven hundred and fifty* dollars.

John W. Apthorp, administrator of Caleb Hopkins, [one thousand five hundred] *one thousand one hundred and twenty* dollars.

Edward I. Browne, administrator of Moses Brown, [four] *three* hundred dollars.

Walter Hunnewell, administrator of Arnold Welles, jr., [three hundred] *two hundred and ten* dollars.

Nathan Matthews, administrator of Daniel Sargent, [five hundred] *three hundred and fifty* dollars.

A. Lawrence Lowell, administrator of Nathaniel Fellowes, [five hundred] *three hundred and fifty* dollars.

Daniel D. Slade, administrator of Daniel D. Rogers, [five hundred] *three hundred and fifty* dollars.

Walter Hunnewell, administrator of John Welles, [three hundred] *two hundred and ten* dollars.

William S. Carter, administrator of William Smith, [five hundred] *three hundred and fifty* dollars.

William I. Monroe, administrator of John Brazer, [four hundred] *two hundred and eighty* dollars.

A. H. Loring, administrator of William Boardman, [one hundred and five dollars] *seventy-three dollars and fifty cents.*

Lawrence Bond, administrator of Nathan Bond, [four hundred] *two hundred and eighty* dollars.

[On the vessel ship Jane, James Barron, master, namely:]

[James L. Hubard, administrator of the estate of William Pennock, four thousand six hundred and one dollars and sixty-seven cents.]

On the vessel schooner Amelia, Timothy Hall, master, namely:

Julius C. Cable, administrator of William Walter, [one thousand one] *seven* hundred and sixty dollars.

On the vessel brig Isabella and Ann, William Duer, master, namely:

Alexander Proudfit, administrator of Robert F. Iston, [two thousand seven hundred and sixteen dollars and fifty] *eight hundred and twenty-seven dollars and thirty-seven* cents.

On the vessel schooner Zilpha, Samuel Briard, master, namely:

Sarah N. Burleigh, administratrix, and so forth, estate of Samuel Briard, [five thousand two hundred and thirty-six dollars and twenty-

four] *four thousand eight hundred and forty dollars and seventy-four* cents.

Joseph H. Thacher, administrator estate of John Wardrobe, [five thousand two hundred and thirty-six dollars and twenty-four] *four thousand eight hundred and forty dollars and seventy-four* cents.

On the vessel sloop Abigail, Silas Jones, master, namely:

Brooks Adams, administrator of Peter C. Brooks, [seven hundred] *five hundred and seventy-four* dollars.

A Lawrence Lowell, administrator of Nathaniel Fellowes, [eight hundred] *six hundred and fifty-six* dollars.

On the vessel schooner Active, Patrick Drummond, master, namely:

William D. Hill, administrator of Mark L. Hill, [one thousand six hundred and forty dollars and two] *one thousand five hundred and eighteen dollars and fifty-five* cents.

On the vessel ship Bristol, Edward Smith, master, namely:

Caroline A. Woodard and Frank Woodard, administrators of Thomas Smith, six thousand five hundred and ninety dollars.

On the vessel schooner Brothers, James Vinson, master, namely:

David Stewart, administrator of James Jaffray, [six] *four* thousand four hundred and eighty-eight dollars.

Mary Jane Thurston, administratrix of John Hollis, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

Edward C. Noyes and David Stewart, administrators of James Clark, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

Cumberland Dugan, administrator of Cumberland Dugan, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

David Stewart, administrator of William Wood, junior, [seven hundred and thirty-five dollars] *six hundred and forty-one dollars and twenty-five cents.*

Charles J. Bonaparte, administrator of Benjamin Williams, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

J. Savage Williams, administrator of Samuel Williams, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

James Lawson, administrator of Richard Lawson, [three hundred and sixty-seven dollars and fifty] *three hundred and twenty dollars and sixty-three* cents.

[On the vessel ship Chace, Thomas Johnston, master, namely:]

[George G. King, administrator of James Tisdale, eighteen thousand nine hundred and forty-seven dollars.]

[On the vessel brig Delaware, James Dunphy, master, namely:]

[C. D. Vasse, administrator of Ambrose Vasse, eight hundred and fourteen dollars and sixty-two cents.]

[William D. Squires, administrator of Henry Pratt, surviving partner of Pratt and Kintzing, one hundred and ninety-one dollars and sixty-five cents.]

[J. Bayard Henry, administrator of Andrew Pettit, surviving partner of Pettit and Bayard, one hundred and eighty-two dollars and ten cents.]

[George W. Guthrie, administrator of Alexander Murray, surviving partner of Miller and Murray, one hundred and eighty-two dollars and ten cents.]

[J. Bayard Henry, administrator of George Rundle and Thomas Leech, two hundred and twenty-two dollars and thirty-three cents.]

[Francis A. Lewis, administrator of John Miller, junior, one hundred and eighty-two dollars and ten cents.]

[J. Albert Smyth, administrator of Jacob Baker, surviving partner of Baker and Comegys, one hundred and eighty-two dollars and ten cents.]

[Craig D. Ritchie, administrator of Joseph Summerl, surviving partner of Summerl and Brown, one hundred and fifty-three dollars and forty-four cents.]

[Charles Prager, administrator of Mark Prager, junior, surviving member of Prager and Company, one hundred and ninety-one dollars and sixty-four cents.]

[William Brooke Waln, administrator of Jesse Waln, one hundred and eighty-two dollars and nine cents.]

[Sara Leaming, administratrix of Thomas Murgatroyd, one hundred and eighty-two dollars and nine cents.]

[D. Fitzhugh Savage, administrator of John Savage, one hundred and forty-one dollars and eighty-six cents.]

[Francis R. Pemberton, administrator of John Clifford, surviving partner of Thomas and John Clifford, one hundred and fifty-three dollars and forty-four cents.]

[The Pennsylvania Company for Insurance on Lives, and so forth, administrator of Thomas M. Willing, surviving partner of Willing and Francis, two hundred and eighty-three dollars and seventy cents.]

[Robert W. Smith, administrator of Robert Smith, surviving partner of Robert Smith and Company, one hundred and eighty-two dollars and nine cents.]

[John Lyman Cox and Howard Wurts Page, administrators of James Cox, one hundred and twenty dollars and seventy-two cents.]

[Henry Pettit, administrator of Charles Pettit, one hundred and eleven dollars and seventeen cents.]

[George Harrison Fisher, administrator of Jacob Ridgway, ninety-two dollars and seven cents.]

[George McCall, administrator of William McMurtrie, ninety-two dollars and seven cents.]

[The City of Philadelphia, administrator of Stephen Girard, twenty-eight dollars and sixty-five cents.]

On the vessel brig Eleanor, George Price, master, namely:

David Stewart, administrator of Francis Johonnet, one hundred and thirty-three dollars and sixty cents.

James Lawson, administrator of Richard Lawson, one hundred and thirty-three dollars and sixty cents.

J. Savage Williams, administrator of Samuel Williams, two hundred and four dollars and thirty-one cents.

Charles J. Bonaparte, administrator of Benjamin Williams, two hundred and four dollars and thirty-one cents.

On the vessel brig Eliza, Benjamin English, master, namely:

George P. Marvin, administrator of Ebenezer Peck, [nine hundred and fifty-two dollars and eight-two] *one hundred and sixty-seven dollars and fifteen* cents.

George P. Marvin, administrator of Stephen Alling, four hundred and seventy-six dollars and forty-two cents.

Elihu L. Mix, administrator of Thomas Atwater, [four hundred and seventy-six dollars and forty-two] *eighty-three dollars and fifty-nine* cents.

John C. Hollister, administrator of Elias Shipman, [two hundred and thirty-eight dollars and twenty-one] *forty-one dollars and eighty* cents.

John C. Hollister, administrator of Austin Denison, [two hundred and thirty-eight dollars and twenty-one] *forty-one dollars and eighty* cents.

On the vessel brig Fair Columbian, Joseph Myrick, master, namely:

Sarah C. Tilghman, administratrix of Joseph Forman, [five thousand one hundred and fifty-seven] *one thousand three hundred and twenty-one* dollars and thirty-three cents.

Gustav W. Lurman, administrator of John Donnell, one thousand [four hundred and seventy] *three hundred* dollars.

Mary Jane Thurston, administratrix of John Hollins, [nine hundred and eighty] *eight hundred and seventy* dollars.

Cumberland Dugan, administrator of Cumberland Dugan, [nine hundred and eighty] *eight hundred and seventy* dollars.

Susan R. Groverman, administratrix of Anthony Groverman, for and on behalf of the firm of D'Werhagen & Groverman, [nine hundred and eighty] *eight hundred and sixty* dollars.

David Stewart, administrator of Edward Johnson, [nine hundred and eighty] *eight hundred and seventy* dollars.

David Stewart, administrator of Robert C. Boislandry, four hundred and [ninety] *thirty* dollars.

Charles J. Bonaparte, administrator of Benjamin Williams, four hundred and [ninety] *thirty* dollars.

David Stewart and Isabella Rutter, administrators of Thomas Rutter, [nine hundred and eighty] *eight hundred and sixty* dollars.

Nathaniel Morton, administrator of Nathaniel Morton, for and on behalf of the firm of Bedford & Morton, [nine hundred and eighty] *eight hundred and seventy* dollars.

Katharine S. Montell, administratrix of Robert McKim, [nine hundred and eighty] *eight hundred and sixty* dollars.

David Stewart, administrator of William Lorman, [nine] *eight* hundred and eighty dollars.

Louisa T. Carroll, administratrix of William Van Wyck, [three hundred and twenty] *two hundred* dollars.

On the vessel sloop Flora, Francis Bourn, master, namely:

George F. Chace, administrator of James Chace, [six hundred and sixty-two dollars and four] *five hundred and twenty-seven dollars and twenty-nine* cents.

On the vessel schooner Huldah, Robert Strong, master, namely:

Edmond D. Codman, administrator, etc., of William Gray, jr., [two thousand] *one thousand eight hundred and twenty* dollars.

Brooks Adams, administrator, etc., of Peter C. Brooks, [seven hundred] *six hundred and thirty-seven* dollars.

A. Lawrence Lowell, administrator, etc., of Nathaniel Fellowes, [eight hundred] *seven hundred and twenty-eight* dollars.

On the vessel brig Jane, Robert Knox, master, namely:

Crawford D. Hening, administrator of James Crawford, surviving partner of James Crawford and Company, [three thousand eight hundred and sixty-six] *four hundred and forty-one* dollars.

On the vessel brig Jason, Edward Smith, master, namely:

James Emerton, administrator of Benjamin West, [two thousand three hundred and seventy-four dollars and eighty-eight] *one thousand two hundred and fifty-five dollars and seventy-six* cents.

James Emerton, administrator of Benjamin West, jr., [two thousand three hundred and seventy-four dollars and eighty-nine] *one thousand two hundred and fifty-five dollars and seventy-six* cents.

Ferdnand C. Latrobe, receiver of Aquila Brown, John Sherlock, and George Grundy, representing all the partners underwriting in the Marine Insurance Office, [five thousand eight hundred and fifty dollars] *five thousand three hundred and sixty-seven dollars and fifty cents.*

On the vessel brig John, James Scott, jr., master, namely:

James F. Adams, administrator of Seth Adams, [eleven thousand four hundred and thirty-nine dollars and twelve] *ten thousand two hundred and seventy-two dollars and forty-six* cents.

James F. Adams, administrator of Seth Adams, assignee of Thomas Dickason, jr., William C. Martin, James Scott, William Boardman, Arnold Welles, Arnold Welles, jr., and John Brazer, [ten thousand two hundred and seventy-five dollars and eighty three cents] *two thousand one hundred and seventy-six dollars*, the same not being an assigned claim within the meaning of this act, but an asset transferred by the assignors hereinbefore named to Seth Adams prior to the ratification of the treaty of September 30, 1800.

Brooks Adams, administrator of Peter C. Brooks, [one thousand five hundred] *one thousand three hundred and ninety-five* dollars.

On the vessel ship Liberty, William Caldwell, master, namely:

[Crawford Dawes Henning, administrator of James Crawford, eight thousand nine hundred and ninety dollars.]

On the vessel brig Little John Butler, James Smith, jr., master, namely:

Sarah E. Conover, administratrix of John Reed, surviving partner of Reed & Forde, [eight thousand one hundred and thirty-nine dollars and thirty-four cents] *two thousand dollars.*

Samuel A. Custer, administrator of Joseph Ball, [five hundred and eighty-eight] *four hundred and sixty-eight* dollars.

Sarah Leaming, administratrix of Thomas Murgatroyd, for and on behalf of the firm of Thomas Murgatroyd & Sons, [nine] *seven* hundred and eighty dollars.

Henry Pettit, administrator of Andrew Pettit, surviving partner of Pettit & Bayard, [five hundred and eighty-eight] *four hundred and sixty-eight* dollars.

William D. Squires, administrator of Henry Pratt, surviving partner of Pratt & Kintzing, [five hundred and eighty-eight] *four hundred and sixty-eight* dollars.

Francis Brooke Rawle, administrator of Jesse Waln, [nine] *seven* hundred and eighty dollars.

James Crawford Dawes, administrator of Abijah Dawes, [four] *three* hundred and ninety dollars.

Cyrus T. Smith, administrator of William Jones, surviving partner of Jones & Clarke, [five hundred and eighty-eight] *four hundred and sixty-eight* dollars.

Augustus J. Pleasanton, administrator of Joseph Dugan, surviving partner of Savage and Dugan, [four] *three* hundred and ninety dollars.

Francis A. Lewis, administrator of Peter Blight, [nine] *seven* hundred and eighty dollars.

Richard Delafield, administrator of John Delafield, [nine hundred and eighty dollars] *two hundred and ninety-five dollars and twenty-one cents.*

Benjamin M. Hartshorne and Charles N. Black, executors of Richard Hartshorne, surviving partner of Rhinelander, Hartshorne and Company, [two thousand four hundred and fifty] *two thousand two hundred* dollars.

John A. Foley, administrator of John Shaw, [nine] *eight* hundred and eighty dollars.

George W. Guthrie, administrator of Alexander Murray, surviving partner of Miller and Murray, [five hundred and eighty-eight] *four hundred and sixty-eight* dollars.

Thomas W. Ludlow, administrator of Thomas Ludlow, four hundred and [ninety] *forty* dollars.

Walter S. Church, administrator of John B. Church, one thousand [nine] *seven* hundred and sixty dollars.

John L. Rutgers, surviving executor of Nicholas G. Rutgers, surviving partner of Benjamin Seaman and Company, four hundred and [ninety] *forty* dollars.

Frances R. Shaw, administratrix of John C. Shaw, for and on behalf of the first of George Knox and John C. Shaw, four hundred and [ninety] *forty* dollars.

Henry E. Young, administrator of William Craig, surviving partner of Henry Sadler and Company, four hundred and [ninety] *forty* dollars.

[Elijah K. Hubbard, administrator of Jacob Sebor, four hundred and ninety dollars.]

Walter Bowne, administrator of Walter Bowne, two hundred and [forty-five] *twenty* dollars.

Louisa A. Starkweather, administratrix of Richard S. Hallett, two hundred and [forty-five] *twenty* dollars.

[Julia Battersby, administratrix of John B. Desdoity, four hundred and ninety dollars.]

[George F. Scriba, administrator of George Scriba, for and on behalf of the firm of George Scriba and William Henderson, four hundred and ninety dollars.]

On the vessel schooner Lovely Lass, William Moore, master, namely:

George H. Barrett, administrator of John Foster, deceased, [four thousand six hundred and thirty] *three thousand six hundred and ninety* dollars.

C. Whittle Sams, administrator of Conway Whittle, deceased, [three hundred] *two hundred and twenty-five* dollars.

C. Whittle Sams, administrator of Francis Whittle, deceased, [three hundred] *two hundred and twenty-five* dollars.

R. Manson Smith, administrator of Francis Smith, deceased, [three hundred] *two hundred and twenty-five* dollars.

James L. Hubard, administrator of William Pannock, deceased, [three hundred] *two hundred and twenty-five* dollars.

Barton Myers, administrator of Moses Myers, deceased, [two hundred] *one hundred and fifty* dollars.

Bassett A. Marsden, administrator of Benjamin Pollard, deceased, [two hundred] *one hundred and fifty* dollars.

On the vessel ship Madison, Samuel Hancock, master, namely:

Richard S. Whitney, administrator of John Skinner, junior, *surviving partner of John Skinner and Sons,* [nine] *eight* thousand two hundred and seventy-four dollars.

On the vessel brig Pamela, Samuel Colby, master, namely:

Harry R. Virgin, administrator of Josiah Cox, [one thousand four hundred and eighty-three dollars and forty-eight] *seventy-one dollars and sixty-one* cents.

Henry B. Cleaves, administrator of William Chadwick, [one thousand eight hundred and eighty-three dollars and forty-eight] *five hundred and seventy-one dollars and sixty-one* cents.

[Bassett A. Marsden, administrator of Benjamin Pollard, four hundred and five dollars and forty-two cents.]

Joseph S. Webster, administrator of Thomas Webster, [two hundred] *one hundred and sixty* dollars.

Sarah H. Southwick, administratrix of Samuel F. Hussey, surviving partner of the firm of Hussey, Tabor and Company, [six hundred] *four hundred and eighty* dollars.

Harry R. Virgin, administrator of Arthur McLellan, [five] *four* hundred dollars.

Harry R. Virgin, administrator of Jonathan Stevens and Thomas Hovey, composing the firm of Stevens and Hovey, [two hundred] *one hundred and sixty* dollars.

Harry R. Virgin, administrator of David Smith, [three hundred] *two hundred and forty* dollars.

Stephen Thacher, administrator of Woodbury Storer, [four hundred] *three hundred and twenty* dollars.

Harry R. Virgin, administrator of Robert Boyd, [four hundred and fifty] *three hundred and sixty* dollars.

Harry R. Virgin, administrator of Hugh McLellan, surviving partner of the firm of Joseph McLellan and Son, [six hundred] *four hundred and eighty* dollars.

[Edmund D. Codman, administrator of William Gray, five hundred dollars.]

On the vessel brig Polly, Joseph Clements, master, namely:

Harry R. Virgin, administrator of Thomas Cross, [three thousand six hundred and forty dollars] *two thousand one hundred and twenty-three dollars and thirty-three cents.*

Harry R. Virgin, administrator of Greeley Hannaford, [three thousand three hundred and forty-seven dollars] *one thousand seven hundred and ninety dollars and thirty-three cents.*

On the vessel brig Rebecca, John B. Thurston, master, namely:

Sarah N. Haines and B. F. Haywood Shreve, administrators of William Bowne, [twelve thousand eight] *ten thousand six* hundred and eighty dollars.

On the vessel brig Ruby, Luke Keefe, master, namely:

Arthur P. Cushing, administrator of Marston Watson, one thousand [five hundred and ninety-six dollars and thirty cents] *two hundred and thirty dollars.*

Frederic Dodge, administrator of Matthew Bridge, [nine thousand two hundred and forty dollars and thirty-four cents] *three thousand three hundred and seventy-three dollars and fifty-six cents.*

[Thomas H. Perkins, surviving executor of Thomas H. Perkins, for and on behalf of the firm of James and Thomas H. Perkins, one hundred and seventeen dollars and twenty-five cents.]

George G. King, administrator of James Scott, [one thousand and sixty-four dollars and twenty cents] *eight hundred and twenty dollars.*

Edward I. Browne, administrator of Israel Thorndike, [five hundred and thirty-two dollars and ten cents] *four hundred and ten dollars.*

William Ropes Trask, administrator of Thomas Amory, one thousand [seven hundred and four dollars and seventy cents] *three hundred and twenty-four dollars.*

Charles G. Davis, administrator of Isaac P. Davis, [five hundred and thirty-two dollars and ten cents] *four hundred and ten dollars.*

Francis M. Boutwell, administrator of Charles Sigourney, [four hundred and twenty-five dollars and sixty-eight cents] *three hundred and twenty-eight dollars.*

Julia A. Cotting, administratrix of Uriah Cotting, [five hundred and thirty-two dollars and ten cents] *four hundred and ten dollars.*

William G. Perry, administrator of Nicholas Gilman, [five hundred and thirty-two dollars and ten cents] *four hundred and ten dollars.*

John Lowell, administrator of Tuthill Hubbart, [five hundred and thirty-two dollars and ten cents] *four hundred and ten dollars.*

Frank Dabney, administrator of Samuel W. Pomeroy, [two thousand one hundred and twenty-eight dollars and forty cents] *one thousand six hundred and forty dollars.*

Charles A. Welch, administrator of William Stackpole, [six hundred and forty] *five hundred and four* dollars and fifty cents.

Brooks Adams, administrator of Peter C. Brooks, [fifteen thousand eight hundred and fifty-six dollars and sixty] *eleven thousand one hundred and sixty-three dollars and two* cents.

Walter Hunnewell, administrator of John Welles, [five hundred and thirty-two dollars and ten cents] *four hundred and ten dollars.*

James S. English, administrator of Thomas English, [three hundred and nineteen dollars and twenty-six cents] *two hundred and forty-six dollars.*

Nathan Matthews, junior, administrator of Daniel Sargent, [six hundred and thirty-eight dollars and fifty-two cents] *four hundred and ninety-two dollars.*

Francis M. Boutwell, administrator of Eben Preble, [five hundred and thirty-two dollars and ten cents] *four hundred and ten dollars.*

Thomas N. Perkins, administrator of John C. Jones, [one thousand five hundred and ninety-six dollars and thirty cents] *one thousand two hundred and thirty dollars.*

Charles A. Davis, administrator of Samuel Brown, [three thousand one hundred and ninety-two dollars and sixty cents] *two thousand four hundred and sixty dollars.*

Robert Grant, administrator of Will Powell, [one thousand and sixty-four dollars and twenty cents] *eight hundred and twenty dollars.*

Morton Prince, administrator of James Prince, [five hundred and thirty-two dollars and ten cents] *four hundred and ten dollars.*

Gordon Dexter, administrator of Samuel Dexter, [five hundred and thirty-two dollars and ten cents], *four hundred and ten dollars.*

George G. King, administrator of Crowell Hatch, [one thousand and sixty-four dollars and twenty cents] *eight hundred and twenty dollars.*

Chandler Robbins, administrator of Joseph Russell, for and on behalf of the firm of Jeffrey and Russell, [one thousand and sixty-four dollars and twenty cents] *eight hundred and twenty dollars.*

Daniel W. Waldron, administrator of Jacob Sheafe, [five hundred and thirty-two dollars and ten cents] *four hundred and ten dollars.*

Edmund D. Codman, administrator of William Gray, [two thousand one hundred and twenty-eight dollars and forty cents] *one thousand six hundred and forty dollars.*

Francis M. Boutwell, administrator of Benjamin Cobb, [one thousand and sixty-four dollars and twenty cents] *eight hundred and twenty dollars.*

Archibald M. Howe, administrator of Francis Green, [one thousand and sixty-four dollars and twenty cents] *eight hundred and twenty dollars.*

[On the vessel brig Sally, John V. Villett, master, namely:]

[Henry Audley Clark, administrator de bonis non of Peleg Clark, six thousand six hundred dollars.]

On the vessel brig Sally, Eden Wadsworth, master, namely:

James F. Adams, administrator of Seth Adams, [seventeen thousand six hundred and twenty-four dollars and forty-six cents] *sixteen thousand nine hundred and eighteen dollars.*

On the vessel schooner Union, Micajah Lunt, master, namely:

Nathaniel Moody, administrator of John Moody, [one thousand eight hundred and sixty-eight dollars and twenty-five cents] *one thousand four hundred and ninety-eight dollars.*

Frances E. Andrews, administratrix of Stephen Tilton, [one thousand eight hundred and sixty-eight dollars and twenty-five cents] *one thousand four hundred and ninety-eight dollars.*

Amos Noyes, administrator of Zebedee Cook, [two hundred and fifty] *one hundred and eighty-five* dollars.

Amos Noyes, administrator of William Cook, [one hundred] *seventy-four* dollars.

Joseph A. Titcomb, administrator of John Wells, [two hundred] *one hundred and forty-eight* dollars.

Franklin A. Wilson, administrator of John Pearson, jr., [two hundred] *one hundred and forty-eight* dollars.

Edmund D. Codman, administrator of William Gray, jr., [one thousand] *seven hundred and forty* dollars.

Charles C. Donnell, administrator of Joseph Toppan, [two hundred] *one hundred and forty-eight* dollars.

On the vessel schooner Whim, John Boyd, master, namely:

Frances Hieskell Ridout, administratrix de bonis non of William Wilson, deceased, [ten thousand four hundred and forty-three] *eight thousand seven hundred and seventy-three* dollars.

On the vessel brig William, David Smith, master, namely:

Fritz H. Jordan, administrator of Leonard Smith, [three thousand three hundred and forty-three dollars and sixty-six cents] *one thousand nine hundred and eighty-five dollars.*

Joseph A. Titcomb, administrator of John Wells, [ninety] *sixty* dollars.

Francis A. Jewett, administrator of James Prince, [three] *two* hundred dollars.

William A. Hayes, second, administrator of Nathaniel A. Haven, [two hundred dollars] *one hundred and thirty-three dollars and thirty-three cents.*

Franklin A. Wilson, administrator of John Pearson, [forty-five] *thirty-six* dollars.

Benjamin F. Peach, administrator of Moses Savory, [forty-five] *thirty* dollars.

Jeremiah Nelson, administrator of Jeremiah Nelson, [ninety] *sixty-six* dollars.

Charles E. Plummer, administrator of William Cook, [forty-five] *thirty* dollars.

Arthur A. Noyes, administrator of Zebedee Cook, [ninety] *sixty* dollars.

Jane S. Gerrish, administratrix of Edward Tappan, [forty-five] *thirty* dollars.

Helen A. Pike, administratrix of John Pettingill, [one hundred and thirty-five] *one hundred and eight* dollars.

Lawrence H. H. Johnson, administrator of William Bartlet, [one thousand] *eight hundred* dollars.

Eben F. Stone, administrator of Nathan Hoyt, [forty-five] *thirty-six* dollars.

Augusta H. Chapman, administratrix of Reuben Shapley, [two hundred dollars] *one hundred and thirty-three dollars and thirty-three cents.*

[Henry B. Reed, administrator of Andrew Frothingham, fifty dollars.]

On the vessel brig Abigail, Jeremiah Tibbetts, jr., master, namely:

William H. Sise, administrator of Ebenezer Tibbetts, [three thousand one hundred and fifteen dollars] *one hundred and twenty-five dollars and twenty-seven cents.*

On the vessel sloop Anna Corbin, Thomas Justice, master, namely:

John J. Wise, administrator of John Cropper, [three thousand three hundred] *two thousand nine hundred and twenty-five* dollars and seventy-five cents.

Henry G. White, administrator of Thomas Cropper, [three hundred and seventy-five] *two hundred and fifty* dollars.

On the vessel brig Aurora, James Phillips, jr., master, namely:

Henry E. Young, administrator of William Craig, surviving partner of Henry Sadler and Company, four hundred and [ninety dollars] *twelve dollars and fifty cents.*

George F. Scriba, administrator of George Scriba, surviving partner of the firm of George Scriba and William Henderson, [nine hundred and eighty] *eight hundred and twenty-five* dollars.

John L. Rutgers, surviving executor of Nicholas G. Rutgers, surviving partner of the firm of Benjamin Seaman and Company, four hundred and [ninety dollars] *twelve dollars and fifty cents.*

Union Trust Company of New York, administrator of William Ogden, four hundred and [ninety dollars] *twelve dollars and fifty cents.*

D. Fitzhugh Savage, administrator of John Savage, [five hundred and ninety dollars and sixty-eight] *four hundred and seventy-two dollars and fifty-four* cents.

Charlotte F. Smith, administratrix of William Jones, surviving partner of Jones and Clarke, [seven hundred and thirty-eight dollars and thirty-six] *five hundred and ninety dollars and sixty-eight* cents.

Francis D. Lewis, administrator of John Miller, junior, [seven hundred and thirty-eight dollars and thirty-six] *five hundred and ninety dollars and sixty-eight* cents.

Sarah Leaming, administratrix of Thomas Murgatroyd, surviving partner of Thomas Murgatroyd and Sons, [seven hundred and thirty-eight dollars and thirty-six] *five hundred and ninety dollars and sixty-eight* cents.

Charles Prager, administrator of Mark Prager, jr., surviving partner of Pragers and Company, [seven hundred and thirty-eight dollars and thirty-five] *five hundred and ninety dollars and sixty-eight* cents.

William D. Squires, administrator of Henry Pratt, surviving partner of Pratt and Kintzing, [seven hundred and thirty-eight dollars and thirty-five] *five hundred and ninety dollars and sixty-eight* cents.

Francis D. Lewis, administrator of Peter Blight, [seven hundred and thirty-eight dollars and thirty-five] *five hundred and ninety dollars and sixty-eight* cents.

A. Louis Eakin, administrator of Chandler Price, surviving partner of Morgan and Price, [seven hundred and thirty-eight dollars and thirty-five] *five hundred and ninety dollars and sixty-eight* cents.

William Brooke Rawle, administrator of Jesse Waln, [seven hundred and thirty-eight dollars and thirty-five] *five hundred and ninety dollars and sixty-eight* cents.

Frederick W. Meeker, administrator of Samuel Meeker, [five hundred and ninety dollars and sixty-eight] *four hundred and seventy-two dollars and fifty-four* cents.

Charles D. Vasse, administrator of Ambrose Vasse, [seven hundred and thirty-eight dollars and thirty-five] *five hundred and ninety dollars and sixty-eight* cents.

Craig D. Ritchie, administrator of Joseph Summerl, surviving partner of Summerl and Brown, [five hundred and thirty-one dollars and sixty-two] *four hundred and three dollars and fourteen* cents.

On the vessel schooner Benja. Samuel O. Row, master, namely:

Charles F. Adams, administrator of Peter C. Brooks, [seven hundred] *five hundred and seventy-four* dollars.

George G. King, administrator of Crowell Hatch, [six hundred] *four hundred and ninety-two* dollars.

Thomas N. Perkins, administrator of John C. Jones, [five hundred] *four hundred and ten* dollars.

John Lowell, junior, administrator of Tuthill Hubbart, [five hundred] *four hundred and ten* dollars.

Chandler Robbins, administrator of Joseph Russell, surviving partner of Jeffrey and Russell, [five hundred] *four hundred and ten* dollars.

Nathan Matthews, junior, administrator of Daniel Sargent, [five hundred] *four hundred and ten* dollars.

William G. Perry, administrator of Nicholas Gilman, [four hundred] *three hundred and twenty-eight* dollars.

On the vessel brig Betsey, Daniel Boyer, master, namely:

Samuel Abbott Fowle, administrator of the estate of George Makepeace, deceased, assignee of Samuel Dowse, eleven thousand two hundred and fifty dollars and seventy-five cents, the same not being an assigned claim within the meaning of this act but an asset transferred by Samuel Dowse to George Makepeace on the seventeenth day of May, seventeen hundred and ninety-eight, for the sum of eleven thousand four hundred dollars and prior to the ratification of the treaty of September thirtieth, eighteen hundred.

On the vessel schooner Betsie, George Hastie, master, namely:

Frederick W. Meeker, administrator of Samuel Meeker, [four hundred and forty] *three hundred and fifty-nine* dollars and ninety-six cents.

Charles D. Vasse, administrator of Ambrose Vasse, [seven hundred and thirty-five dollars] *six hundred and thirty-three dollars and seventy-five cents.*

A. Louis Eakin, administrator of Chandler Price, surviving partner of Morgan and Price, [seven hundred and thirty-five dollars] *six hundred and thirty-three dollars and seventy-five cents.*

George W. Guthrie, administrator of Alexander Murray, surviving partner of Miller and Murray, [eight hundred and eighty-seven] *seven hundred and fifty-two* dollars and fifty-five cents.

William Mifflin, administrator of Ebenezer Large, [four hundred and forty-three dollars and seventy-eight] *three hundred and seventy-six dollars and twenty-eight* cents.

Henry Pettit, administrator of Andrew Pettit, surviving partner of Pettit and Bayard, [seven hundred and ten] *six hundred and two* dollars and four cents.

Richard C. McMurtrie, administrator of Daniel W. Coxe, [four hundred and forty-three dollars and seventy-seven] *three hundred and seventy-six dollars and twenty-eight* cents.

William R. Fisher, administrator of William Read, surviving partner of William Read and Company, [six hundred and twenty-one dollars and twenty-nine] *five hundred and twenty-six dollars and seventy-nine* cents.

On the vessel brig Brothers, George Parsons, master, namely:

Brooks Adams, administrator of Peter C. Brooks, [two thousand one hundred] *one thousand seven hundred and twenty-two* dollars.

Chandler Robbins, administrator of Joseph Russell, surviving partner of Jeffrey and Russell, [five hundred] *four hundred and ten* dollars.

Thomas N. Perkins, administrator of John C. Jones, [one thousand one hundred and thirty-six dollars and seventy] *nine hundred and thirty-seven dollars and ten* cents.

David G. Haskins, administrator of David Greene, [one thousand and forty-eight] *four hundred* dollars.

On the vessel schooner Centurian, Philip Greely, master, namely:

Stuyvesant T. V. Jackson, administrator of Levi Cutter, [seven hundred and seventy-seven dollars and fourteen] *two hundred and twenty-one dollars and eighty-one* cents.

Mabel Sargent, administratrix of Jacob Mitchell, surviving partner of Buxton and Mitchell, [seven hundred and seventy-seven dollars and fourteen] *two hundred and twenty-one dollars and eighty-one* cents.

On the vessel schooner Colly, William Mariner, master, namely:

Brooks Adams, administrator of Peter C. Brooks, [four thousand five] *three thousand three* hundred and sixteen dollars and six cents.

George G. King, administrator of Crowell Hatch, [seven] *five* hundred and fifty-two dollars and sixty-eight cents.

A. Lawrence Lowell, administrator of Nathaniel Fellowes, one thousand [five] *one* hundred and five dollars and thirty-six cents.

George G. King, administrator of James Scott, [three] *two* hundred and seventy-six dollars and thirty-four cents.

William P. Perkins, administrator of Thomas Perkins, [three] *two* hundred and seventy-six dollars and thirty-four cents.

Charles A. Welsh, administrator of William Stackpole, [three] *two* hundred and seventy-six dollars and thirty-four cents.

Walter Hunnewell, administrator of John Wells [three] *two* hundred and seventy-six dollars and thirty-four cents.

Walter Hunnewell, administrator of Arnold Wells, junior, [three] *two* hundred and seventy-six dollars and thirty-four cents.

Frank Dabney, administrator of Samuel W. Pomeroy, [three] *two* hundred and seventy-six dollars and thirty-three cents.

David G. Haskins, administrator of David Greene, [seven] *five* hundred and fifty-two dollars and sixty-seven cents.

On the vessel schooner Columbus, Benjamin Mason, master, namely:

Samuel M. Came, administrator of John Low, [one thousand five hundred and eighty-three] *nine hundred and fifty-six* dollars.

Brooks Adams, administrator of Peter C. Brooks, [four hundred and twenty-five dollars] *three hundred and eighteen dollars and seventy cents.*

George G. King, administrator of Crowell Hatch, [two hundred and fifty dollars] *one hundred and eighty-seven dollars and fifty cents.*

On the vessel brig Diana, John Walker, master, namely:

Francis M. Boutwell, administrator of Thomas Geyer, [two thousand two hundred and eighty-five dollars and seventy] *nine hundred and seventy-seven dollars and twenty* cents.

Edmund D. Codman, administrator of William Gray, [two thousand] *one thousand seven hundred* dollars.

Thomas N. Perkins, administrator of John C. Jones, [five hundred] *four hundred and twenty-five* dollars.

Frank Dabney, administrator of Samuel W. Pomeroy, [five hundred] *four hundred and twenty-five* dollars.

William Ropes Trask, administrator of Thomas Amory, [two hundred and fifty dollars] *two hundred and twelve dollars and fifty cents.*

William G. Perry, administrator of Nicholas Gilman, [two hundred and fifty dollars] *two hundred and twelve dollars and fifty cents.*

On the vessel brig Dove, William McN. Watts, master, namely:

George G. King, administrator of Crowell Hatch, [one thousand] *seven hundred* dollars.

Brooks Adams, administrator of Peter C. Brooks, [three thousand] *two thousand one hundred* dollars.

A. Lawrence Lowell, administrator of Nathaniel Fellowes, [one thousand] *seven hundred* dollars.

William R. Trask, administrator of Thomas Amory, [five hundred] *three hundred and fifty* dollars.

William G. Perry, administrator of Nicholas Gilman, [five hundred] *three hundred and fifty* dollars.

On the vessel brig Eliza, Christopher O'Conner, master, namely:

Samuel Bell, administrator, and so forth, of John Godfrey Wachsmuth, two thousand seven hundred and ninety-three dollars.

On the vessel brig Fanny, John Gould, master, namely:

Mary Wise Moody, administratrix of Daniel Wise, [seven hundred and eighty-eight dollars and eighteen] *four hundred and twenty-five dollars and sixty-eight* cents.

Albert M. Welch, administrator of Thomas Perkins, third, [one thousand eight hundred and forty-five dollars] *eight hundred and seventy-eight dollars and thirty-four cents.*

Edmund D. Codman, administrator of William Gray, [one thousand eight hundred and eighty-three dollars and thirty-three] *one thousand six hundred dollars and eighty-three* cents.

On the vessel sloop Farmer, John Grow, master, namely:

Francis M. Boutwell, administrator of William Marshall, jr., [two thousand four hundred and eighteen dollars and thirty-two] *four hundred and forty dollars and fifty-seven* cents.

Francis M. Boutwell, administrator of Benjamin Cobb, [four hundred and sixty-five] *three hundred and eighty* dollars.

William G. Perry, administrator of Nicholas Gilman, [nine hundred and thirty] *seven hundred and sixty* dollars.

Nathan Matthews, junior, administrator of Daniel Sargent, [four hundred and sixty-five] *three hundred and eighty* dollars.

Thomas N. Perkins, administrator of John C. Jones, [four hundred and sixty-five] *three hundred and eighty* dollars.

Frank Dabney, administrator of Samuel W. Pomeroy, [four hundred and sixty-five] *three hundred and eighty* dollars.

James C. Davis, administrator of Cornelius Durant, [four hundred and sixty-five] *three hundred and eighty* dollars.

Arthur D. Hill, administrator of Benjamin Homer, [four hundred and sixty-five] *three hundred and eighty* dollars.

William R. Trask, administrator of Thomas Amory, [six hundred and fifty-one] *five hundred and thirty-two* dollars.

George G. King, administrator of James Scott, [four hundred and sixty-five] *three hundred and eighty* dollars.

Charles K. Cobb, administrator of Stephen Codman, [four hundred and sixty-five] *three hundred and eighty* dollars.

On the vessel schooner Fortune, William Hubbard, master, namely:

[Mary W. Moody, administratrix of Daniel Wise, one hundred and eight dollars.]

Edmund D. Codman, administrator of William Gray, [six hundred] *four hundred and ninety-two* dollars.

On the vessel sloop Fox, Nathaniel Dennis, master, namely:

Edmund D. Codman, administrator of William Gray, jr., [six] *four* hundred dollars.

Brooks Adams, administrator of Peter C. Brooks, [one thousand dollars] *six hundred and sixty-six dollars and sixty-eight cents.*

George G. King, administrator of Crowell Hatch, [four hundred dollars] *two hundred and sixty-one dollars and sixty-seven cents.*

On the vessel schooner Friendship, William Blanchard, master, namely:

Charles F. Adams, administrator of Peter C. Brooks, [two thousand one hundred] *one thousand seven hundred and twenty-two* dollars.

Daniel W. Waldron, administrator of Jacob Sheafe, [five hundred] *four hundred and fifty* dollars.

Thomas N. Perkins, administrator of John C. Jones, [seven hundred] *six hundred and thirty* dollars.

Arthur D. Hill, administrator of Benjamin Homer, [five hundred] *four hundred and fifty* dollars.

James C. Davis, administrator of Cornelius Durant, [five hundred] *four hundred and fifty* dollars.

Frank Dabney, administrator of Samuel W. Pomeroy, [eight hundred] *seven hundred and twenty* dollars.

George G. King, administrator of James Scott, [five hundred] *four hundred and fifty* dollars.

William G. Perry, administrator of Nicholas Gilman, [five hundred] *four hundred and fifty* dollars.

On the vessel brig George, Jacob Greenleaf, master, namely:

Helen N. Pike, administratrix of John Pettingel, [five thousand one hundred and fifty-three dollars and three] *three thousand two hundred and fifty-nine dollars and eighty-eight* cents.

Joseph W. Thompson, administrator of David Coffin, [one hundred] *ninety-one* dollars.

Joseph L. Wheelwright, administrator of Moses Savory, [two hundred] *one hundred and eighty-two* dollars.

James S. Gerrish, administrator of Edward Toppan, [three hundred] *two hundred and seventy-three* dollars.

George Otis, administrator of Joseph Marquand, [one hundred] *ninety-one* dollars.

Amos Noyes, administrator of Zebedee Cook, [two hundred] *one hundred and eighty-two* dollars.

Amos Noyes, administrator of William Cook, [one hundred] *ninety-one* dollars.

Eben F. Stone, administrator of Nathan Hoyt, [one hundred] *ninety-one* dollars.

Henry B. Reed, administrator of Andrew Frothingham, [one hundred] *ninety-one* dollars.

Luther R. Moore, administrator of William Boardman, [one hundred] *ninety-one* dollars.

Charles C. Donnelly, administrator of Joseph Toppan, [one hundred] *ninety-one* dollars.

Francis A. Jewett, administrator of James Prince, [five hundred] *four hundred and fifty-five* dollars.

Fritz H. Jordan, administrator of Leonard Smith, [five hundred] *four hundred and fifty-five* dollars.

Franklin A. Wilson, administrator of John Pearson, jr., [three hundred] *two hundred and seventy-three* dollars.

Jeremiah Nelson, administrator of Jeremiah Nelson, [two hundred] *one hundred and eighty-two* dollars.

Henry P. Toppan, administrator of Joshua Toppan, [one hundred] *ninety-one* dollars.

Brooks Adams, administrator of Peter C. Brooks, [two thousand] *one thousand seven hundred and sixty* dollars.

William Ropes Trask, administrator of Thomas Amory, [one thousand] *eight hundred and eighty* dollars.

Thomas N. Perkins, administrator of John C. Jones, [one thousand] *eight hundred and eighty* dollars.

On the vessel schooner Greyhound, Sylvanus Snow, master, namely:

George G. King, administrator of Crowell Hatch, [seven hundred] *five hundred and twenty-five* dollars.

A Lawrence Lowell, administrator of Nathaniel Fellowes, [seven hundred and fifty dollars] *five hundred and sixty-two dollars and fifty cents.*

On the vessel schooner Hannah, James H. Voax, master, namely:

[Charles U. Cotting, administrator of David W. Child, three hundred and nine dollars and twenty-seven cents.]

[Francis M. Boutwell, administrator of William Marshall, junior, three hundred and nine dollars and twenty-eight cents.]

Brooks Adams, administrator of Peter C. Brooks, [two thousand] *one thousand eight hundred* dollars.

Morton Prince, administrator of James Prince, [five hundred] *four hundred and fifty* dollars.

A. Lawrence Lowell, administrator of Nathaniel Fellowes, [one thousand] *nine hundred* dollars.

Chandler Robbins, administrator of Joseph Russell, for and on behalf of the firm of Jeffrey and Russell, [one thousand] *nine hundred* dollars.

Thomas N. Perkins, administrator of John C. Jones, [one thousand] *nine hundred* dollars.

George G. King, administrator of Crowell Hatch, [one thousand] *nine hundred* dollars.

Nathan Matthews, junior, administrator of Daniel Sargent, [four hundred and sixteen] *three hundred and fifty-six* dollars and sixty-seven cents.

Edward I. Browne, administrator of Israel Thorndike, [five hundred and eighty-three] *four hundred and ninety-nine* dollars and thirty-three cents.

Henry Parkman, administrator of John Lovett, two hundred and [fifty] *fourteen* dollars.

On the vessel schooner Hazard, Barnabus Young, master, namely:

Joshua D. Upton, administrator of Eben Parsons, [seven thousand two hundred and eighteen dollars and fifty-nine] *six thousand four hundred and thirty-five dollars and fifty* cents.

On the vessel schooner Hero, Convers Lilly, master, namely:

Walter L. Hall, administrator of Samuel Davis, [two thousand eight hundred and fifty-eight dollars and fifty cents] *one thousand six hundred dollars.*

Ann W. Davis, administratrix of Jonathan Davis, [two thousand eight hundred and fifty-eight dollars and fifty cents] *one thousand six hundred dollars.*

William G. Perry, administrator of Nicholas Gilman, [two hundred and fifty dollars] *two hundred and six dollars and twenty-five cents.*

Daniel W. Waldron, administrator of Jacob Sheafe, [one hundred and twenty-five dollars] *one hundred and three dollars and twelve cents.*

Elisha Whitney, administrator of Thomas Stevens, for and on behalf of the firm of John and Thomas Stevens, [one hundred and fifty dollars] *one hundred and twenty-three dollars and seventy-five cents.*

Thomas H. Perkins, administrator of John C. Jones, [one hundred and fifty dollars] *one hundred and twenty-three dollars and seventy-five cents.*

William Ropes Trask, administrator of Thomas Amory, [two hundred and fifty dollars] *two hundred and six dollars and twenty-five cents.*

George G. King, administrator of James Scott, [one hundred and twenty-five dollars] *one hundred and three dollars and twelve cents.*

Nathan Matthews, administrator of Daniel Sargent, [one hundred and twenty-five dollars] *one hundred and three dollars and twelve cents.*

Henry B. Cabot, administrator of Daniel D. Rogers, [one hundred and twenty-five dollars] *one hundred and three dollars and twelve cents.*

James C. Davis, administrator of Cornelius Durant, [two hundred and fifty dollars] *two hundred and six dollars and twenty-five cents.*

Edward I. Browne, administrator of Israel Thorndike, [one hundred and twenty-five dollars] *one hundred and three dollars and thirteen cents.*

A. Lawrence Lowell, administrator of Tuthill Hubbart, [one hundred and fifty dollars] *one hundred and twenty-three dollars and seventy-five cents.*

On the vessel schooner Hiram, Ebenezer Barker, master, namely:

Moses Sherwood, administrator for the estate of David Coley, jr., two thousand dollars.

On the vessel sloop Honor, William Kimball, master, namely:

Charles F. Adams, administrator of Peter C. Brooks, [two thousand and ninety] *one thousand eight hundred and ninety-eight* dollars.

A. Lawrence Lowell, administrator of Nathaniel Fellowes, [four hundred and seventy-five] *four hundred and twenty-five* dollars.

George G. King, administrator of James Tisdale, [three hundred and eighty] *three hundred and fifty-six* dollars.

Francis M. Boutwell, administrator of Joseph Cordis, [three hundred and eighty] *three hundred and fifty-six* dollars.

George G. King, administrator of Crowell Hatch, [four hundred and seventy-five] *four hundred and twenty-five* dollars.

On the vessel brig Hope, Joseph Bright, master, namely:

E. Francis Riggs, administrator of James Lawrason, deceased, surviving partner of Shreve and Lawrason, [seven hundred and forty-nine dollars and fifty] *two hundred and thirty-six dollars and sixty-seven* cents.

Lawrence Stabler, administrator of William Hartshorne, deceased, remaining partner of William Hartshorne and Sons, [three thousand three hundred and forty-five] *two thousand* dollars.

D. Fitzhugh Savage, administrator of John Savage, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

Francis A. Lewis, administrator of Peter Blight, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

Charles McCafferty, administrator of Samuel Blodgett, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

Sarah Leaming, administratrix of Thomas Murgatroyd, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

J. Bayard Henry, administrator of John Leamy, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

Francis R. Pemberton, administrator of John Clifford, surviving partner of Thomas and John Clifford, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

Samuel Bell, administrator of John G. Wachsmuth, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

Crawford D. Hening, administrator of James Crawford, surviving partner of James Crawford and Company, [four hundred and ninety dollars] *four hundred and twenty-seven dollars and fifty cents.*

Crawford D. Hening, administrator of Abijah Dawes, three hundred and [ninety-two] *forty-two* dollars.

Henry Pettit, administrator of Charles Pettit, [eight hundred and thirty-three dollars] *seven hundred and forty-three dollars and seventy-five cents.*

On the vessel ship Hope, Sylvester Bill, master, namely:

Brooks Adams, administrator of Peter C. Brooks, [seven thousand] *six thousand three hundred* dollars.

Chandler Robbins, administrator of Joseph Russell, surviving partner of Jeffrey and Russell, [one thousand] *nine hundred* dollars.

Thomas N. Perkins, administrator of John C. Jones, [one thousand] *nine hundred* dollars.

George G. King, administrator of Crowell Hatch, [one thousand] *nine hundred* dollars.

On the vessel schooner Isabella, Lewis Lombard, master, namely:

Charles L. De Normandie, administrator of Benjamin Smith, [one thousand seven hundred and sixty dollars and twenty-five] *eight hundred and eight dollars and fifty-nine* cents.

[Nathan Matthews, administrator of Daniel Sargent, three hundred and thirty-eight dollars and six cents.]

Thomas N. Perkins, administrator of John C. Jones, [one hundred] *eighty* dollars.

George G. King, administrator of James Scott, [six hundred] *five hundred and forty* dollars.

William G. Perry, administrator of Nicholas Gilman, [six hundred] *five hundred and forty* dollars.

Jonathan I. Bowditch, administrator of Benjamin Pickman, [five hundred] *four hundred and fifty* dollars.

Edward I. Browne, administrator of Israel Thorndike, [five hundred] *four hundred and fifty* dollars.

Augustus P. Loring, administrator of William H. Boardman, [four hundred] *three hundred and sixty* dollars.

David G. Haskins, administrator of David Greene, [five hundred] *four hundred and fifty* dollars.

Charles K. Cobb, administrator of Stephen Codman, [four hundred] *three hundred and sixty* dollars.

A. Lawrence Lowell, administrator of Tuthill Hubbart, [five hundred] *four hundred and fifty* dollars.

On the vessel sloop James, Robert Palmer, master, namely:

George Meade, administrator of the estate of Anthony Butler, [four thousand five hundred and thirty-three] *three thousand two hundred* dollars.

On the vessel schooner Jenny, George Walker, master, namely:

Brooks Adams, administrator of Peter C. Brooks, [five hundred] *four hundred and twenty-five* dollars.

George G. King, administrator of Crowell Hatch, [five hundred] *four hundred and twenty-five* dollars.

Alice S. Wheeler, administratrix of Abiel Winship, [three thousand six hundred and seventy dollars and six] *two thousand eight hundred and eighty-two dollars and fifty* cents.

On the vessel sloop Julia, William Green, master, namely:

Silas R. Holmes, administrator of Ebenezer Holmes, [eight hundred and fifty-one dollars and fifty cents] *six hundred dollars.*

Wilbur S. Comstock, administrator of Phineas Parmalee, [eight hundred and fifty-one dollars and fifty cents] *six hundred dollars.*

Stephen L. Selden, administrator of Richard E. Selden, [eight hundred and fifty-one dollars and fifty cents] *six hundred dollars.*

Franklin Little, executor of Noah Bulkley, [eight hundred and fifty-one dollars and fifty cents] *six hundred dollars.*

On the vessel schooner Juno, William Burgess, master, namely:

Cazenove G. Lee, administrator of James Patton, surviving partner of the firm of Patton and Dykes, [seven thousand and sixty-six dollars and sixty-six cents] *seven thousand dollars.*

John W. Apthorp, administrator of William Foster, [one thousand] *nine hundred and thirty* dollars.

William I. Monroe, administrator of John Brazer, [one thousand] *nine hundred and thirty* dollars.

William S. Carter, administrator of William Smith, [eight hundred] *seven hundred and forty-four* dollars.

H. Burr Crandall, administrator of Thomas Dickason, jr., [five hundred] *four hundred and sixty-five* dollars.

Nathan Matthews, administrator of Daniel Sargent, [five hundred] *four hundred and sixty-five* dollars.

Augustus P. Loring, administrator of William Boardman, [one thousand] *nine hundred and thirty* dollars.

Lawrence Bond, administrator of Nathan Bond, [five hundred] *four hundred and sixty-five* dollars.

David Greene Haskins, administrator of David Greene, [five hundred] *four hundred and sixty-five* dollars.

William G. Perry, administrator of Nicholas Gilman, [five hundred] *four hundred and sixty-five* dollars.

William A. Hayes, second, administrator of Eliphalet Ladd, [five hundred] *four hundred and sixty-five* dollars.

Montgomery Fletcher, administrator of John Walter Fletcher, for and on behalf of the firm of Fletcher and Otway, three hundred and thirty-three dollars and thirty-three cents.

[On the vessel schooner Kitty, Jacob Singleton, master, namely:]

[Ormes B. Keith, surviving executor of Samuel Keith, surviving partner of the firm of William and Samuel Keith, one thousand four hundred and sixty-one dollars and seventy-six cents.]

On the vessel schooner Liberty, Asa Williams, master, namely:

Brooks Adams, administrator of the estate of Peter Chardon Brooks, deceased, two thousand [five] *two* hundred dollars.

George G. King, administrator of the estate of Crowell Hatch, deceased, [five hundred] *four hundred and eighty* dollars.

David Greene Haskins, administrator of the estate of David Greene, deceased, [one thousand nine hundred and sixty] *one thousand six hundred* dollars.

On the vessel schooner Little Fannie, Peter Fosdick, master, namely:

Samuel J. Randall, administrator of Matthew Randall, [two thousand two] *one* hundred and sixty dollars.

Charles D. Vasse, administrator of Ambrose Vasse, [four] *three* hundred and ninety dollars.

Charles Prager, administrator of Mark Prager, jr., for and on behalf of Pragers and Company, [nine] *eight* hundred and eighty dollars.

Francis A. Lewis, administrator of Peter Blight, [nine] *eight* hundred and eighty dollars.

On the vessel brig Lucy, Christoper Grant, master, namely:

[Daniel W. Salisbury, surviving executor of Samuel Salisbury, two thousand and eighty-nine dollars and eighty-three cents.]

[Louis Higginson, administrator of Stephen Higginson, two thousand and eighty-nine dollars and eighty-three cents.]

Charles F. Adams, administrator of Peter C. Brooks, [four thousand five hundred] *three thousand* dollars.

Robert Codman, administrator of William Gray, [one thousand dollars] *six hundred and sixty-six dollars and sixty-six cents.*

George G. King, administrator of Crowell Hatch, [one thousand dollars] *six hundred and sixty-six dollars and sixty-six cents.*

A. Lawrence Lowell, administrator of Nathaniel Fellowes, [one thousand dollars] *six hundred and sixty-six dollars and sixty-six cents.*

On the vessel brig Mary, Robert Holmes, master, namely:

Edmund D. Codman, administrator of the estate of William Gray, deceased, [three] *two* thousand nine hundred and sixty dollars.

William I. Monroe, administrator of the estate of John Brazer, deceased, [one hundred and fifteen dollars] *eighty-six dollars and twenty-five cents.*

On the vessel schooner Neptune, Comfort Bird, master, namely:

Brooks Adams, administrator of Peter C. Brooks, [two thousand one hundred and twenty-nine dollars and eight] *one thousand one hundred and fifty-nine dollars and twenty-two* cents.

George G. King, administrator of Crowell Hatch, [eight] *six* hundred and fifty-one dollars and sixty-three cents.

A. Lawrence Lowell, administrator of Nathaniel Fellowes, [four] *three* hundred and twenty-five dollars and eighty-two cents.

Thomas N. Perkins, administrator of John C. Jones, [six hundred] *five hundred and ten* dollars.

Frank Dabney, administrator of Samuel W. Pomeroy, [six hundred] *five hundred and ten* dollars.

William S. Carter, administrator of William Smith, [five hundred and thirty-two] *four hundred and twenty-four* dollars.

John Lowell, administrator of Tuthill Hubbart, [five hundred and thirty-two] *four hundred and twenty-four* dollars.

Francis M. Boutwell, administrator of John McLean, two hundred and [sixty-six dollars] *twenty-eight dollars and fifty cents.*

Samuel Abbott Fowle, administrator of George Makepeace [four hundred and eighty-nine] *three hundred and nine* dollars and eighty-six cents.

[On the vessel brig Peggy, John Hourston, master, namely:]

[Charles F. Mayer, administrator of Henry Konig, three thousand seven hundred and ninety-seven dollars and eighty-seven cents.]

[Charles F. Mayer, surviving executor of Frederick Konig, three thousand seven hundred and ninety-seven dollars and eighty-seven cents.]

On the vessel schooner Rebecca, Mildmay Smith, master, namely:

Lewis Christian Mayer, administrator of Christian Mayer [eight thousand seven hundred and seventy-nine dollars and seventy-seven] *seven thousand seven hundred and eighty-five dollars and twenty-seven* cents.

Leigh Bonsal, administrator of Adrian Valck, [eight thousand seven hundred and seventy-nine dollars and seventy-seven] *seven thousand seven hundred and eighty-five dollars and twenty-seven* cents.

On the vessel schooner Sally, Timothy Davis, master, namely:

Charles F. Trask, administrator of Samuel Babson, [two thousand six hundred] *one thousand six hundred and fifty* dollars.

On the vessel ship Sarah, Joseph Breck, master, namely:

Brooks Adams, administrator of Peter C. Brooks, [one thousand one hundred and seventy-four dollars and sixty] *four hundred and sixty-six dollars and eighty* cents.

Thomas N. Perkins, administrator of John C. Jones, [two hundred and fifty] *one hundred and fifteen* dollars and eighty cents.

Francis M. Boutwell, administrator of Benjamin Cobb, [one hundred and sixty-seven] *seventy-seven* dollars and eighty cents.

James S. English, administrator of Thomas English, [eighty-three] *thirty-eight* dollars and ninety cents.

Arthur P. Cushing, administrator of Marston Watson, [one hundred and sixty-seven] *seventy-seven* dollars and eighty cents.

Walter Hunnewell, administrator of John Welles, [eighty-three] *thirty-eight* dollars and ninety cents.

Morton Prince, administrator of James Prince, [eighty-three] *thirty-eight* dollars and ninety cents.

Gordon Dexter, administrator of Samuel Dexter, [eighty-three] *thirty-eight* dollars and ninety cents.

Nathan Matthews, jr., administrator of Daniel Sargent, [one hundred and sixteen] *fifty-three* dollars and twenty cents.

Daniel W. Waldron, administrator of Jacob Sheafe, [eighty-three] *thirty-eight* dollars.

Charles K. Cobb, administrator of Stephen Codman, [eighty-three] *thirty-eight* dollars.

George G. King, administrator of James Scott, [eighty-three] *thirty-eight* dollars.

Edward I. Browne, administrator of Israel Thorndike, [eighty-three] *thirty-eight* dollars.

Arthur D. Hill, administrator of Benjamin Homer, [eighty-three] *thirty-eight* dollars.

Henry W. Edes, administrator of John May, [eighty-three] *thirty-eight* dollars.

John O. Shaw, administrator of Josiah Knapp, [eighty-three] *thirty-eight* dollars.

William Ropes Trask, administrator of Thomas Amory, [one hundred and sixty-six] *seventy-six* dollars.

H. Burr Crandall, administrator of Thomas Cushing, [sixty-six] *thirty* dollars and forty cents.

Jonathan I. Bowditch, administrator of Benjamin Pickman, [eighty-three] *thirty-eight* dollars.

Arthur T. Lyman, administrator of Theodore Lyman, [eighty-three] *thirty-eight* dollars.

Charles K. Cobb, administrator of John Codman, [one hundred and sixty-six] *seventy-six* dollars.

William G. Perry, administrator of Nicholas Gilman, [one hundred and sixty-six] *seventy-six* dollars.

Elisha Whitney, administrator of Thomas Stephens, for and on behalf of the firm of John and Thomas Stephens, [ninety-nine] *forty-five* dollars and sixty cents.

John Lowell, administrator of Tuthill Hubbart, [eighty-three] *thirty-eight* dollars.

Frank Dabney, administrator of Samuel W. Pomeroy, [one hundred and sixty-six] *seventy-six* dollars.

W. Rodman Peabody, administrator of Daniel D. Rogers, [one hundred and thirty-two] *sixty* dollars and eighty cents.

On the vessel sloop Scrub, John Russell, master, namely:

Newton Dexter, administrator of the estate of Joseph Martin, deceased, three hundred dollars.

On the vessel brig Sophia, Ambrose Shirley, master, namely:

[James L. Hubard, administrator of William Pennock, four hundred and seventy-three dollars and eleven cents.]

Bassett A. Marsden, administrator of Benjamin Pollard, [two hundred and ninety-four dollars] *two hundred and forty-one dollars and fifty* cents.

John Neely, administrator of John Cowper, surviving partner of John Cowper and Company, [four hundred and ninety dollars] *four hundred and two dollars and fifty cents.*

R. Manson Smith, administrator of Francis Smith, [one hundred and ninety-six] *one hundred and sixty-one* dollars.

Alexander Proudfit, administrator of John Proudfit, for and on behalf of the firm of John Proudfit and Company, [three hundred and ninety-two] *three hundred and twenty-two* dollars.

George H. Gorman, administrator of Mat Anderson, [two hundred and ninety-four dollars] *two hundred and forty-one dollars and fifty cents.*

George H. Gorman, administrator of Ben. Dabney, [two hundred and ninety-four dollars] *two hundred and forty-one dollars and fifty cents.*

On the vessel schooner Swan, Samuel Shaw, master, namely:

George G. King, administrator of Crowell Hatch, [five hundred] *three hundred and seventy-five* dollars.

Morton Prince, administrator of James Prince, [three hundred] *two hundred and twenty-five* dollars.

William P. Dexter, administrator of Samuel Dexter, [three hundred] *two hundred and twenty-five* dollars.

Thomas N. Perkins, administrator of John C. Jones, [four hundred] *three hundred* dollars.

On the vessel schooner Sylvanus, Edward D. Baker, master, namely:

Nathan Matthews, junior, administrator of Daniel Sargeant, [six hundred] *five hundred and ten* dollars.

Thomas N. Perkins, administrator of John C. Jones, [one thousand seven hundred] *eight hundred and fifty* dollars.

Charles K. Cobb, administrator of Stephen Codman, [seven hundred] *five hundred and ninety-five* dollars.

William G. Perry, administrator of Nicholas Gilman, [seven hundred] *five hundred and ninety-five* dollars.

Edward I. Browne, administrator of Israel Thorndike, [six hundred] *five hundred and ten* dollars.

Henry Parkman, administrator of John Lovett, [three hundred] *two hundred and fifty-five* dollars.

John Lowell, junior, administrator of Tuthill Hubbart, [eight hundred] *six hundred and eighty* dollars.

Arthur D. Hill, administrator of Benjamin Homer, [five hundred] *four hundred and twenty-five* dollars.

James C. Davis, administrator of Cornelius Durant, [one thousand four hundred] *one thousand two hundred and ten* dollars.

Chandler Robbins, administrator of Joseph Russell, *surviving partner of Jeffrey and Russell,* [eight hundred] *six hundred and eighty* dollars.

George G. King, administrator of Crowell Hatch, [five hundred] *four hundred and fifty* dollars.

On the vessel schooner Syren, Jared Arnold, master, namely:

Charles J. Bonaparte, administrator of Benjamin Williams, [three thousand and sixty-four dollars and fifty-eight] *two thousand six hundred and sixty-two dollars and eight* cents.

David Stewart, administrator of William Wood, junior, [three thousand and sixty-four dollars and fifty-eight] *two thousand six hundred and sixty-two dollars and eight* cents.

David Stewart, administrator of Henry Payson, [three thousand and sixty-four dollars and fifty-eight] *two thousand six hundred and sixty-two dollars and eight* cents.

Henry W. Ellicott, administrator of William McFadon, [five hundred and thirty-two dollars and sixty] *three hundred and fifteen dollars and thirty* cents.

James Lawson, administrator of Richard Lawson, [five hundred and thirty-two dollars and sixty] *three hundred and fifteen dollars and thirty* cents.

Richard Dalafield, administrator of John Dalafield, surviving partner of Church and Dalafield, [one thousand seven hundred and sixteen] *one thousand four hundred and sixty-six* dollars and eighty cents.

On the vessel sloop Townsend, Daniel Campbell, master, namely:

William O. McCobb, administrator of the estate of William McCobb, [two thousand one hundred and eleven dollars and eleven] *one thousand five hundred and four dollars and sixty* cents.

William O. McCobb, administrator of the estate of Joseph Campbell, [one thousand one hundred and eleven dollars and eleven] *five hundred and four dollars and sixty* cents.

Jennie E. McFarland, administratrix of the estate of Ephraim McFarland, [four hundred and eighty-three dollars and ninety-six] *seventy-nine dollars and sixty-one* cents.

Francis M. Boutwell, administrator of the estate of Benjamin Cobb, junior, [five] *two* hundred dollars.

Archibald M. Howe, administrator of the estate of Francis Green, [five] *two* hundred dollars.

William Ropes Trask, administrator of the estate of Thomas Amory, [five] *two* hundred dollars.

Thomas N. Perkins, administrator of the estate of John C. Jones, [five] *two* hundred dollars.

On the vessel schooner Two Cousins, Elijah Devall, master, namely:

Horace E. Hayden, administrator of David H. Conyngham, surviving partner of Conyngham, Nesbit and Company, [eight thousand and twelve dollars and thirteen] *six thousand six hundred and seventy-eight dollars and eighty* cents.

On the vessel schooner Unity, J. W. Latouche, master, namely:

David Stewart, administrator of Henry Messonnier, [four thousand four] *three thousand five* hundred and sixty-seven dollars and eight cents.

On the vessel schooner Venus, Benjamin Hooper, master, namely:

Brooks Adams, administrator of Peter C. Brooks, [two thousand] *one thousand six hundred* dollars.

James S. English, administrator of Thomas English, [five] *four* hundred dollars.

George G. King, administrator of Crowell Hatch, [one thousand] *eight hundred* dollars.

Daniel W. Waldron, administrator of Jacob Sheafe, [five hundred dollars] *four hundred and twelve dollars and fifty cents.*

Francis M. Boutwell, administrator of Benjamin Cobb, [one thousand dollars] *eight hundred and twelve dollars and fifty cents.*

Francis M. Boutwell, administrator of John McLean, [one thousand] *eight hundred and twenty-five* dollars.

W. Rodman Peabody, administrator of Daniel D. Rogers, [five hundred dollars] *four hundred and twelve dollars and fifty cents.*

Frank Dabney, administrator of Samuel W Pomeroy, [one thousand] *eight hundred and twenty-five* dollars.

William G. Perry, administrator of Nicholas Gilman, [one thousand] *eight hundred and twenty-five* dollars.

Elisha Whitney, administrator of Thomas Stevens, for and on behalf of the firm of John and Thomas Stevens, [six hundred] *four hundred and ninety-five* dollars.

William R. Trask, administrator of Thomas Amory, [five hundred dollars] *four hundred and twelve dollars and fifty cents.*

Edward I. Browne, administrator of Moses Brown, [five hundred dollars] *four hundred and twelve dollars and fifty cents.*

Charles K. Cobb, administrator of Stephen Codman, [four hundred] *three hundred and thirty* dollars.

Thomas N. Perkins, administrator of John C. Jones, [one thousand nine hundred dollars] *seven hundred and forty-two dollars and fifty cents.*

A. Lawrence Lowell, administrator of Tuthill Hubbart, [four hundred] *three hundred and thirty* dollars.

George G. King, administrator of James Scott, [six hundred] *four hundred and ninety-five* dollars.

On the vessel schooner William Lovel, John K. Hill, master, namely:

William D. Lee, Thomas D. Lee, Henry A. Lee, Joseph A. Lee, and Virginia Waters, administrators of William Duncan, [six hundred and twenty-eight] *one hundred and three* dollars and seventy-one cents.

On the vessel schooner Betsey, Francis Bulkeley, master, namely:

Francis B. Field, administrator of Francis Bulkley, [six thousand eight hundred and forty-three dollars and seventy] *five thousand six hundred and eighty-seven dollars and forty-five* cents.

Robert Ogden Glover, administrator of John Morgan, [two thousand two hundred and sixty-eight dollars and eleven] *one thousand three hundred and ninety-nine dollars and thirty-six* cents.

Benjamin M. Hartshorne and Charles N. Black, executors of Richard Hartshorne, surviving partner of Rhinelander, Hartshorne and Company, four hundred and [ninety] *forty* dollars.

Thomas W. Ludlow, administrator of Thomas Ludlow, four hundred and [ninety] *forty* dollars.

Gordon Norrie, administrator of Gerret Van Horne, surviving partner of Van Horne and Clarkson, four hundred and [ninety] *forty* dollars.

Harriet E. Sebor, administratrix of Jacob Sebor, four hundred and [ninety] *forty* dollars.

[On the vessel schooner Sally, John D. Farley, master, namely:

Frederick H. Allen, administrator of Charles Goodrich, four hundred and five dollars and sixty-seven cents.]

On the vessel brig Drake, Jonathan M. Tredick, master, namely:

Charles E. Batchelder, administrator of William Tredick, [seven thousand and seventy-three] *four thousand seven hundred and sixteen* dollars and two cents.

George W. Haven, administrator of Moses Woodward, one hundred and [eighty-two] *forty-two* dollars and eighty-six cents.

Francis E. Langdon, administrator of Clement Storer, two hundred and [seventy-four] *fourteen* dollars and twenty-eight cents.

J. Hamilton Shapley, administrator of Edward Cutts, [two hundred and twenty-eight] *one hundred and seventy-eight* dollars and fifty-seven cents.

James W. Emery, administrator of Thomas Manning, two hundred and [seventy-four] *fourteen* dollars and twenty-eight cents.

Mary Pickering Harris, administratrix of Jonathan Goddard, one hundred and [eighty-two] *forty-two* dollars and eighty-six cents.

Josephine Richter, administratrix of John McClintock, [ninety-one] *seventy-one* dollars and forty-three cents.

Charles H. Batchelder, administrator of Daniel Huntress, one hundred and [thirty-seven] *seven* dollars and fourteen cents.

Frederick P. Jones, administrator of Martin Parry, two hundred and [seventy-four] *fourteen* dollars and twenty-eight cents.

Charles H. Batchelder, administrator of Abel Harris, [forty-five] *thirty-five* dollars and seventy-two cents.

Alfred L. Elwyn, administrator of John Langdon, two hundred and [seventy-four] *fourteen* dollars and twenty-eight cents.

William Hall Williams, administrator of Elijah Hall, two hundred and [seventy-four] *fourteen* dollars and twenty-eight cents.

On the vessel brig Two Brothers, Alexander Forrester, master, namely:

Brooks Adams, administrator of Peter C. Brooks, two thousand [seven hundred and sixty-eight] *and eighteen* dollars and forty-nine cents.

Nathaniel P. Hamlin, administrator of Thomas Perkins, [three] *two* hundred and sixty-nine dollars and fourteen cents.

Walter Hunnewell, administrator of John Welles, [three] *two* hundred and sixty-nine dollars and fourteen cents.

A. Lawrence Lowell, administrator of Nathaniel Fellowes, [one thousand one] *eight* hundred and seven dollars and forty cents.

George G. King, administrator of Crowell Hatch, [nine hundred and twenty-two] *six hundred and seventy-two* dollars and eighty-three cents.

William G. Perry, administrator of Nicholas Gilman, [two hundred and fourteen] *eighty-nine* dollars.

Frank Dabney, administrator of Samuel W. Pomeroy, [two hundred and fourteen] *eighty-nine* dollars.

On the vessel schooner Willing Maid, Comfort Bird, master, namely:

George G. King, administrator of Crowell Hatch, [eight hundred and six dollars and eighty-two] *four hundred and seventy-three dollars and forty-nine* cents.

Thomas N. Perkins, administrator of John C. Jones, [four hundred and three dollars and forty-one] *two hundred and thirty-six dollars and seventy-five* cents.

Frank Dabney, administrator of Samuel W. Pomeroy, [four hundred and three dollars and forty-one] *two hundred and thirty-six dollars and seventy-five* cents.

William S. Carter, administrator of William Smith, [eight hundred and six dollars and eighty-two] *four hundred and seventy-three dollars and forty-nine* cents.

Henry B. Cabot, administrator of Daniel D. Rogers, [four hundred and three dollars and forty-one] *two hundred and thirty-six dollars and seventy-five* cents.

A. Lawrence Lowell, administrator of Nathaniel Fellowes, [one thousand seven hundred and six dollars and eighty-two] *one thousand one hundred and three dollars and forty-nine* cents.

John Lowell, administrator of Tuthill Hubbart, [four hundred and three dollars and forty-one] *two hundred and thirty-six dollars and seventy-five* cents.

Charles A. Welch, administrator of William Stackpole, [four hundred and three dollars and forty-one] *two hundred and thirty-six dollars and seventy-five* cents.

Charles K. Cobb, administrator of Stephen Codman, [two] *one* hundred and forty-two dollars and five cents.

On the vessel schooner Friendship, Patrick Drummond, master, namely:

William D. Hill, administrator of Mark L. Hill, [four hundred and sixteen dollars and seventy cents] *two hundred and fifty dollars.*

Francis Adams, administrator of Josiah Batchelder, [four hundred and sixteen dollars and seventy cents] *two hundred and fifty dollars.*

Charles K. Cobb, administrator of John Codman, [four hundred and sixteen] *two hundred and fifty* dollars and seventy cents.

James W. Crawford, administrator of Samuel Mareen, [two hundred and ninety-six dollars and seventy cents] *one hundred dollars.*

Francis Adams, administrator of John Mareen, [two hundred and ninety-six dollars and seventy cents] *one hundred dollars.*

Francis M. Boutwell, administrator of John McLean, [nine hundred] *seven hundred and twenty* dollars.

On the vessel sloop George, John Grant, master, namely:

Joseph Titcomb, administrator of Michael Wise, surviving partner of Wise and Grant, [seven thousand two hundred and thirty-one dollars and seventy-seven] *six thousand one hundred and fifty-four dollars and ninety* cents.

John C. Soley, administrator of John Soley, five hundred dollars.

Augustus P. Loring, administrator of William Boardman, three hundred dollars.

Francis M. Boutwell, administrator of Joseph Cordis, three hundred dollars.

Francis M. Boutwell, administrator of William Shattuck, five hundred dollars.

On the vessel ship Minerva, Solomon Hopkins, master, namely:

George S. Boutwell, administrator of Thomas Cutts, nine hundred and eighty-six dollars and five cents.

George S. Boutwell, administrator of Thomas Cutts, jr., nine hundred and eighty-six dollars and five cents.

On the vessel schooner Nancy, Henry H. Kennedy, master, namely:

[Charles D. Vasse, administrator of Ambrose Vasse, one thousand two hundred and ninety-five dollars and ninety-two cents.]

William Mifflin, administrator of Ebenezer Large, four hundred and [ninety dollars] *two dollars and fifty cents.*

A. Louis Eakin, administrator of Chandler Price, surviving partner of Morgan and Price, four hundred and [ninety dollars] *two dollars and fifty cents.*

Crawford D. Henning, administrator of Abijah Dawes; four hundred and [ninety dollars] *two dollars and fifty cents.*

George W. Guthrie, administrator of Alexander Murray, surviving partner of Miller and Murray, [six hundred and eighty-six dollars] *five hundred and sixty-three dollars and fifty cents.*

J. Bayard Henry, administrator of John Leamy, [seven hundred and eighty-four] *six hundred and forty-four* dollars.

Henry Pettit, administrator of Andrew Pettit, surviving partner of Pettit and Bayard, [five hundred and eighty-eight] *four hundred and eighty-three* dollars.

William R. Fisher, administrator of William Read, surviving partner of William Read and Company, four hundred and [ninety dollars] *two dollars and fifty cents.*

Mary Jackson, administratrix of Robert Smith, surviving partner of Robert Smith and Company, four hundred and [ninety dollars] *two dollars and fifty cents.*

Craig D. Ritchie, administrator of Joseph Summerl, surviving partner of Summerl and Brown, [four hundred and ninety dollars] *four hundred and two dollars and fifty cents.*

Janet G. Elbert, administratrix of Paul Beck, jr., [three hundred and ninety-two] *three hundred and two* dollars.

Mary Vanuxem, administratrix of James Vanuxem, surviving partner of Vanuxem and Clark, [four hundred and ninety dollars] *four hundred and two dollars and fifty cents.*

John Cadwalader, jr., administrator of Thomas W. Francis, [four hundred and ninety dollars] *four hundred and two dollars and fifty cents.*

J. Bayard Henry, administrator of Charles Ross, [three hundred and ninety-two] *three hundred and twenty-two* dollars.

J. Bayard Henry, administrator of John Simson, [three hundred and ninety-two] *three hundred and twenty-two* dollars.

Frederick W. Meeker, administrator of Samuel Meeker, [four hundred and ninety dollars] *four hundred and two dollars and fifty cents.*

The City of Philadelphia, administrator of Stephen Girard, [four hundred and ninety dollars] *four hundred and two dollars and fifty cents.*

Robert Wells, administrator of Gideon H. Wells, [nine hundred and eighty] *eight hundred and five* dollars.

The Pennsylvania Company for Insurance on Lives, and so forth, administrator of Thomas M. Willing, surviving partner of Willings and Francis, [nine hundred and eighty] *eight hundred and five* dollars.

William Brooke Rawle, administrator of Jesse Waln, [nine hundred and eighty] *eight hundred and five* dollars.

Samuel Bell, administrator of John G. Wachsmuth, [four hundred and ninety dollars] *four hundred and two dollars and fifty cents.*

James S. Cox, administrator of James S. Cox, [three hundred and ninety-two] *three hundred and twenty-two* dollars.

George H. Fisher, administrator of Joshua Fisher, [four hundred and ninety dollars] *four hundred and two dollars and fifty cents.*

George McCall, administrator of William McMurtrie, [four hundred and ninety dollars] *four hundred and two dollars and fifty cents.*

[On the vessel brig Anna, Benjamin Chase, master, namely:]

[Mary E. Carter, administratrix of Thomas Carter, three hundred dollars.]

On the vessel schooner Betsey Holland, Samuel Cassan, master, namely:

J. Bayard Henry, administrator of Charles Ross and John Simson, composing the firm of Ross and Simson, [one hundred and twenty-one dollars and sixty-two] *one hundred dollars and thirty-four* cents.

George W. Guthrie, administrator of Alexander Murray, for and on behalf of the firm of Miller and Murray, [one hundred and twenty-one dollars and sixty-two] *one hundred dollars and thirty-four* cents.

Samuel Bell, administrator of John G. Wachsmuth, [one hundred and twenty-one dollars and sixty-two] *one hundred dollars and thirty-four* cents.

Francis R. Pemberton, administrator of John Clifford, for and on behalf of the firm of Thomas and John Clifford, [one hundred and twenty-one dollars and sixty-two] *one hundred dollars and thirty-four* cents.

G. Albert Smyth, administrator of Jacob Baker, for and on behalf of the firm of Baker and Comegys, one hundred [and twenty-one dollars and sixty-two] *dollars and thirty-four* cents.

The Pennsylvania Company for Insurance on Lives, and so forth, administrator of Thomas M. Willing, for and on behalf of the firm of Willings and Francis, two hundred [and forty-three dollars and twenty-four] *dollars and sixty-seven* cents.

George Willing, administrator of George Willing, one hundred [and twenty-one dollars and sixty-two] *dollars and thirty-three* cents.

Thomas F. Bayard, administrator of Thomas W. Francis, one hundred [and twenty-one dollars and sixty-two] *dollars and thirty-three* cents.

Lorin Blodget, administrator of Samuel Blodget, [one hundred and ninety-four dollars and sixty] *one hundred dollars and fifty-five* cents.

On the vessel sloop Hiram, Sylvester Baldwin, master, namely:

Sarah R. Shaw, administratrix of Pelatiah Fitch, two thousand [nine hundred and twenty-five] *one hundred and ten* dollars.

On the vessel sloop New York and Philadelphia Packet, Caspar Faulk, master, namely:

[George A. Faulk, administrator of Caspar Faulk, four hundred and seventeen dollars.]

Richard C. McMurtrie, administrator of Daniel W. Coxe, [five hundred and eighty-eight] *four hundred and fifty-three* dollars.

Charles Willing, administrator of Thomas M. Willing, surviving partner of Williams and Francis, three hundred and [ninety-two] *two* dollars.

William Brooke Rawle, administrator of Jesse Waln, [seven hundred and eighty-four] *six hundred and four* dollars.

J. Bayard Henry, administrator of John Leamy, [four hundred and ninety dollars] *three hundred and seventy-seven dollars and fifty cents.*

John Cadwalader, jr., administrator of Thomas W. Francis, two hundred and [ninety-four dollars] *twenty-six dollars and fifty cents.*

On the vessel schooner Hannah, Gerald Byrne, master, namely:

Charles D. Vasse, administrator of Ambrose Vasse, seven hundred and [eighty-four] *twenty* dollars.

Charles Prager, administrator of Mark Prager, jr., surviving partner of the firm of Prager and Company, four hundred and [ninety] *forty* dollars.

George Harrison Fisher, administrator of Jacob Ridgway, surviving partner of the firm of Smith & Ridgway, [four hundred and seventy-four dollars and thirty-two] *two hundred and ninety-one dollars and sixty* cents.

William D. Squires, administrator of Henry Pratt, surviving partner of the firm of Pratt and Kintzing, four hundred and [ninety] *forty* dollars.

J. Bayard Henry, administrator of George Rundle, three hundred and [ninety-two] *sixty* dollars.

J. Bayard Henry, administrator of Thomas Leech, three hundred and [ninety-two] *sixty* dollars.

Robert W. Smith, administrator of Robert Smith, surviving partner of the firm of Robert Smith and Company, seven hundred and [eighty-four] *twenty* dollars.

On the vessel brig Lively, Michael Alcorn, master, namely:

George W. Guthrie, administrator of Alexander Murray, surviving partner of Miller and Murray, [one hundred and fourteen dollars and twenty-nine cents] *ninety-four dollars.*

Charles Prager, administrator of Mark Prager, jr., surviving partner of Pragers and Company, two hundred and [eighty-five] *twenty-five* dollars and seventy-one cents.

A. Louis Eakin, administrator of Chandler Price, surviving partner of Morgan and Price, one hundred and [seventy-one] *forty-one* dollars and forty-three cents.

Charles D. Vasse, administrator of Ambrose Vasse, two hundred and [eighty-five] *twenty-five dollars* and seventy-one cents.

Francis A. Lewis, administrator of Peter Blight, two hundred and [eighty-five] *twenty-five* dollars and seventy-two cents.

William D. Squires, administrator of Henry Pratt, surviving partner of Pratt and Kintzing, two hundred and [eighty-five] *twenty-five* dollars and seventy-two cents.

Atwood Smith, administrator of Daniel Smith, surviving partner of Gurney and Smith, two hundred and [eighty-five] *twenty-five* dollars and seventy-one cents.

William Brooke Rawle, administrator of Jesse Wayn, two hundred and [eighty-five] *twenty-five* dollars and seventy-two cents.

Francis A. Lewis, administrator of John Miller, jr., two hundred and [eighty-five] *twenty-five* dollars and seventy-one cents.

J. Bayard Henry, administrator of Charles Ross, [one hundred and forty-two] *sixty-two* dollars and eighty-five cents.

J. Bayard Henry, administrator of John Simson, [one hundred and forty-two] *sixty-two* dollars and eighty-six cents.

Charlotte F. Smith, administratrix of William Jones, surviving partner of Jones and Clarke, two hundred and [eighty-five] *twenty-five* dollars and seventy-one cents.

Sara Leaming, administratrix of Thomas Murgatroyd, surviving partner of Thomas Murgatroyd and Son, two hundred and [eighty-five] *twenty-five* dollars and seventy-one cents.

Frederick W. Meeker, administrator of Samuel Meeker, two hundred and [eighty-five] *twenty-five* dollars and seventy-two cents.

On the vessel brig Kitty, William Waters, master, namely:

The city of Philadelphia, administrator of Stephen Girard, [fourteen thousand three hundred and twenty-eight] *twelve thousand and eighty* dollars.

On the vessel brig William, James Gilmore, master, namely:

David Greene Haskins, junior, administrator de bonis non of David Greene, deceased, [four thousand five hundred and thirty-three] *two thousand* dollars.

[On the vessel schooner Yeatman, Roger Crane, master, namely:]

[J. Bayard Henry, administrator of Charles Ross, seven hundred and fifty dollars.]

[J. Bayard Henry, administrator of John Simson, seven hundred and fifty dollars.]

On the vessel brig Sally, James Wallace, master, namely:

The Fidelity Trust Company, administrator of John Gardiner, junior, seven thousand seven hundred and ninety-eight dollars.

On the vessel schooner Apollo, Richard H. Richards, master, namely:

Francis R. Pemberton, administrator of John Clifford, surviving member of Thomas and John Clifford, four hundred and [ninety] *fifteen* dollars.

Crawford D. Hening, administrator of Abijah Dawes, four hundred and [ninety] *fifteen* dollars.

Charles Prager, administrator of Mark Prager, junior, surviving partner of Pragers and Company, four hunded and [ninety] *fifteen* dollars.

John Lyman Cox and Howard W. Page, administrators of James S. Cox, four hundred and [ninety] *fifteen* dollars.

Francis A. Lewis, administrator of John Miller, junior, four hundred and [ninety] *fifteen* dollars.

Charles D. Vasse, administrator of Ambrose Vasse, [seven hundred and eighty-four] *six hundred and sixty-four* dollars.

William D. Squires, administrator of Henry Pratt, surviving partner of Pratt and Kintzing, [seven hundred and eighty-four] *six hundred and sixty-four* dollars.

The Pennsylvania Company for Insurance on Lives and Granting Annuities, administrator of Thomas M. Willing, surviving partner of Willings and Francis, [eight hundred and eighty-two] *seven hundred and forty-seven* dollars.

[On the vessel schooner Alciope, Robert Rice, master, namely:]

[John A. Dougherty and Catherine McCourt, administrators of Louis Crousillat, one thousand nine hundred and sixty-two dollars and sixty-seven cents.]

[On the vessel ship Goddess of Plenty, Thomas Chirnside, master, namely:]

[John A. Dougherty and Catharine McCourt, administrators of Louis Crousillat, two thousand and fifty-nine dollars and twenty-seven cents.]

On the vessel schooner Kitty and Maria, John Logan, master, namely:

Charles P. Keith and Thomas Stokes, administrators of Jacob G. Koch, [six hundred and forty dollars] *five hundred and twenty-three dollars and sixty cents.*

On the vessel schooner Nantasket, Asa Higgins, master, namely:

[Sally I. S. Wright, administratix of David Spear, otherwise called Davis S. Spear, jr., two hundred and ninety-nine dollars and twenty cents.]

Charles F. Adams, administrator of Peter C. Brooks, [one thousand one hundred and seventy-three dollars and ninety] *one thousand and fifty-six dollars and fifty-one* cents.

Chandler Robbins, administrator of Joseph Russell, surviving partner of Jeffrey and Russell, [one hundred and ninety-five dollars and sixty-five] *one hundred and seventy-six dollars and nine* cents.

Thomas N. Perkins, administrator of John C. Jones, [one hundred and ninety-five dollars and sixty-five] *one hundred and seventy-six dollars and nine* cents.

On the vessel brig Hope, John Gould, master, namely:

Mary W. Moody, administratrix of Daniel Wise, [two thousand six hundred and eighty-three dollars and fifty cents] *one thousand seven hundred and twenty-five dollars.*

On the vessel ship Sally, Seth Webber, master, namely:

Arthur P. Teele, administrator of Thomas Page, one thousand and seventy-eight dollars.

William L. Candler, administrator of Seth Webber, one thousand and seventy-eight dollars.

On the vessel schooner Paragon, Nathaniel Wattles, master, namely:

Montgomery Fletcher, administrator of John Walter Fletcher, for and on behalf of the firm of Fletcher and Otway, one thousand nine hundred and ten dollars and thirty-four cents.

On the vessel schooner Phoenix, John D. Farley, master, namely:

Lemuel Coffin, administrator of Daniel Farley, [one thousand eight hundred and seventy-nine dollars and forty-seven] *eight hundred and forty-six dollars and twenty-two* cents.

Abby C. Farley, administratrix of John D. Farley, [two thousand two hundred and thirty-two dollars and sixty-seven] *one thousand three hundred and forty-nine dollars and forty-two* cents.

James M. Stewart, administrator of Samuel Swett, [one thousand eight hundred and seventy-nine dollars and forty-eight] *eight hundred and forty-six dollars and twenty-two* cents.

Thomas N. Perkins, administrator of John C. Jones, [five hundred and three] *three hundred and fifty-three* dollars and nineteen cents.

David Greene Haskins, administrator of David Greene, [one thousand] *seven hundred* and six dollars and thirty-nine cents.

Edward I. Browne, administrator of Moses Brown, [five hundred and three] *three hundred and fifty-three* dollars and nineteen cents.

John Lowell, administrator of Tuthill Hubbart, [five hundred and three] *three hundred and fifty-three* dollars and nineteen cents.

Arthur T. Lyman, administrator of Theodore Lyman, [one thousand] *seven hundred* and six dollars and thirty-nine cents.

William Ropes Trask, administrator of Thomas Amory, [seven hundred and fifty-four] *five hundred and twenty-nine* dollars and seventy-nine cents.

William G. Perry, administrator of Nicholas Gilman, [seven hundred and fifty-four] *five hundred and twenty-nine* dollars and seventy-nine cents.

William Smith Carter, administrator of William Smith, [eight hundred and five] *five hundred and sixty-five* dollars and eleven cents.

Charles A. Welch, administrator of William Stackpole, [four hundred and two] *two hundred and eighty-two* dollars and fifty-six cents.

Edward I. Browne, administrator of Israel Thorndike, [three hundred and one] *two hundred and eleven* dollars and ninety-two cents.

Lawrence Bond, administrator of Nathan Bond, [five hundred and three] *three hundred and fifty-three* dollars and nineteen cents.

George G. King, administrator of James Scott, [five hundred and three] *three hundred and fifty-three* dollars and nineteen cents.

On the vessel schooner Harmony, Enoch Lee, master, namely:

[Hester E. Raymond, administrator of Enoch Lee, eight hundred and sixty-five dollars.]

Benjamin M. Hartshorne and Charles N. Black, executors of Richard Hartshorne, surviving partner of Rhinelander, Hartshorne and Company, two thousand [four hundred and fifty] *and seventy-five* dollars.

On the vessel schooner Mermaid, Church C. Trouant, master, namely:

Thomas N. Perkins, administrator of John C. Jones, one hundred and [sixty-four] *forty-seven* dollars and three cents.

Arthur L. Huntington, administrator of James Dunlap, [eighty-two dollars and one cent] *seventy-three dollars and eighty-one cents.*

A. Lawrence Lowell, administrator of Nathaniel Fellowes, one hundred and [sixty-four dollars and three] *forty-seven dollars and sixty-three* cents.

Henry B. Cabot, administrator of Daniel D. Rogers, one hundred and [sixty-four dollars and three] *forty-seven dollars and sixty-three* cents.

George G. King, administrator of James Scott, [eighty-two dollars and two] *seventy-three dollars and eighty-one* cents.

On the vessel brig Sophia, Ambrose Shirley, master, namely:

[James L. Hubard, administrator of William Pennock, four hundred and seventy-three dollars and eleven cents.

Bassett A. Marsden, administrator of Benjamin Pollard, two hundred and [ninety-four dollars] *forty-one dollars and fifty cents.*

John Neely, administrator of John Cowper, surviving partner of John Cowper and Company, four hundred and [ninety dollars] *two dollars and fifty cents.*

R. Mason Smith, administrator of Francis Smith, one hundred and [ninety-six] *sixty-one* dollars.

On the vessel brig Franklin, Joshua Walker, master, namely:

Brooks Adams, administrator of Peter C. Brooks, three hundred and twenty dollars.

Thomas N. Perkins, administrator of John C. Jones, eighty dollars.

Chandler Robbins, administrator of Joseph Russell, for and on behalf of the firm of Jeffrey and Russell, eighty dollars.

Morton Prince, administrator of James Prince, eighty dollars.

Gordon Dexter, administrator of Samuel Dexter, eighty dollars.

George G. King, administrator of Crowell Hatch, one hundred and sixty dollars.

On the vessel brig Peyton Randolph, Benjamin Cozzens and William Cozzens, masters, namely.

[Bayard Tuckerman, administrator of Walter Channing, surviving partner of Gibbs and Channing, two thousand one hundred and ninety-four dollars.]

Frederic A. de Peyster and Edward de P. Livingston, administrators of Frederic de Peyster, surviving partner of the firm of Frederic de Peyster and Company, [five hundred] *four hundred and ten* dollars.

Kortright Cruger, administrator of Benjamin Seaman, for and on behalf of the firm of Benjamin Seaman and Company, [five hundred] *four hundred and ten* dollars.

Henry E. Young, administrator of William Craig, surviving partner of Henry Sadler and Company, [five hundred] *four hundred and ten* dollars.

On the vessel brig William and Mary, Moses Springer, master, namely:

Jason Collins, administrator of Moses Springer, [two thousand four hundred and thirty] *six hundred and fifty-five* dollars.

Jason Collins, administrator of William Springer, [two thousand four hundred and thirty] *six hundred and fifty-five* dollars.

Chandler Robbins, administrator of Joseph Russell, surviving partner of Jeffrey and Russell, six hundred and [ninety-seven] *seventeen* dollars and fifty cents.

William S. Carter, administrator of William Smith, three hundred and [forty-eight] *eight* dollars and seventy-five cents.

H. Burr Crandall, administrator of Samuel Prince, [two hundred and nine] *one hundred and eighty-five* dollars and twenty-five cents.

Morton Prince, administrator of James Prince, two hundred and [seventy-nine] *forty-seven* dollars.

John Lowell, administrator of Tuthill Hubbart, six hundred and [ninety-seven] *seventeen* dollars and fifty cents.

John Morton Clinch, administrator of Perez Morton, [two hundred and nine] *one hundred and eighty-five* dollars and twenty-five cents.

Nathan Matthews, junior, administrator of Daniel Sargent, [five hundred] *four hundred and twenty-five* dollars.

Francis M. Boutwell, administrator of Benjamin Cobb, three hundred and [forty-eight] *eight* dollars and seventy-five cents.

Arthur D. Hill, administrator of Benjamin Homer, three hundred and [forty-eight] *eight* dollars and seventy-five cents.

Thomas N. Perkins, administrator of John C. Jones, six hundred and [ninety-seven] *seventeen* dollars and fifty cents.

William Ropes Trask, administrator of Thomas Amory, six hundred and [ninety-seven] *seventeen* dollars and fifty cents.

James C. Davis, administrator of Cornelius Durant, six hundred and [ninety-seven] *seventeen* dollars and fifty cents.

William G. Perry, administrator of Nicholas Gilman, [five hundred] *four hundred and twenty-five* dollars.

Augustus P. Loring, administrator of William H. Boardman, [five hundred] *four hundred and twenty-five* dollars.

John O. Shaw, administrator of Josiah Knapp, five hundred dollars.

Edward I. Browne, administrator of Israel Thorndike, [five hundred] *four hundred and twenty-five* dollars.

Frank Dabney, administrator of Samuel W. Pomeroy, [one thousand] *eight hundred and fifty* dollars.

Archibald M. Howe, administrator of Francis Green, three hundred and [forty-eight] *eight* dollars and seventy-five cents.

Francis M. Boutwell, administrator of John McLean, [five hundred and fifty-eight] *four hundred and ninety-four* dollars.

George G. King, administrator of James Scott, [five hundred] *four hundred and twenty-five* dollars.

On the vessel snow Nancy, William Emmons, master, namely:

[Montgomery Fletcher, administrator of John Walter Fletcher, for and on behalf of the firm of Fletcher and Otway, four hundred and seventy-eight dollars and ninety-four cents.]

John Newport Green, administrator of Francis Whittle, [seven hundred and thirty-five dollars] *six hundred and three dollars and seventy-five cents.*

John Newport Green, administrator of Conway Whittle, [nine hundred and eighty] *eight hundred and five* dollars.

James Young, administrator of James Young, one hundred and [ninety-six] *sixty-one* dollars.

R. Manson Smith, administrator of Francis Smith, two hundred and [ninety-four dollars] *forty-one dollars and fifty cents.*

A. P. Warrington, administrator of John Cowper, surviving partner of John Cowper and Company, four hundred and [ninety dollars] *two dollars and fifty cents.*

Barton Myers, administrator of Moses Myers, four hundred and [ninety dollars] *two dollars and fifty cents.*

J. L. Hubard, administrator of William Pennock, four hundred and [ninety dollars] *two dollars and fifty cents.*

On the vessel ship Six Sisters, Daniel Baker, master, namely:

Brooks Adams, administrator of Peter C. Brooks, [two hundred and seventy-eight] *twenty-eight* dollars and ten cents.

A. Lawrence Lowell, administrator of Nathaniel Fellowes, [one hundred and thirty-nine] *fourteen* dollars and five cents.

George G. King, administrator of Crowell Hatch, [one hundred and thirty-nine] *fourteen* dollars and five cents.

William Ropes Trask, administrator of Thomas Amory, [two] *one* hundred and ninety-six dollars and ten cents.

William G. Perry, administrator of Nicholas Gilman, [ninety-eight dollars and sixty] *sixty-five dollars and twenty-seven* cents.

On the vessel schooner Alfred, Eldridge Drinkwater, master, namely:

Brooks Adams, administrator of Peter C. Brooks, [two thousand four hundred and twenty-six dollars and seventy-five cents] *two thousand dollars.*

Thomas N. Perkins, administrator of John C. Jones, [one thousand one hundred and sixty-three dollars and eighty-four] *nine hundred and fifty-two dollars and forty-nine* cents.

[Augustus P. Loring, administrator of William H. Bordman, three hundred and eighty-seven dollars and seventy-two cents.]

Nathan Matthews, jr., administrator of Daniel Sargent, [four hundred and seven dollars and sixty-nine] *three hundred and thirty-two dollars and nine* cents.

William G. Perry, administrator of Nicholas Gilman, [four hundred and seven dollars and sixty-nine] *three hundred and thirty-two dollars and nine* cents.

Elisha Whitney, administrator of Thomas Stevens, surviving partner of the firm of John and Thomas Stevens, two hundred and [ninety-one] *thirty-seven* dollars and twenty-one cents.

On the vessel schooner Rhoda, Uriah Green, master, namely:

Thomas N. Perkins, administrator of John C. Jones, [eight hundred] *six hundred and fifty-six* dollars.

William R. Trask, administrator of Thomas Amory, [one thousand] *eight hundred and twenty* dollars.

Nathan Matthews, administrator of Daniel Sargent, [five hundred] *four hundred and ten* dollars.

Daniel W. Waldron, administrator of Jacob Sheafe, [five hundred] *four hundred and ten* dollars.

Francis M. Boutwell, administrator of John McLean, [five hundred] *four hundred and ten* dollars.

George G. King, administrator of James Scott, [five hundred] *four hundred and ten* dollars.

William G. Perry, administrator of Nicholas Gilman, [seven hundred] *five hundred and seventy-four* dollars.

Provided, however, That no French spoliation claim appropriated for in this act shall be paid if held by assignment. But this limitation shall not apply to any claim of a class heretofore paid under the act approved March third, eighteen hundred and ninety-one, entitled "An act making appropriations to supply deficiencies in appropriations for the fiscal year ending June thirtieth, eighteen hundred and ninety-one, and for prior years, and for other purposes," and paid under the act approved May twenty-seventh, nineteen hundred and two, entitled "An act for the allowance of certain claims for stores and supplies reported by the Court of Claims under the provisions of the act approved March third, eighteen hundred and eighty-three, and commonly known as the Bowman Act, and for other purposes."

Mr. CRAWFORD. The Senator from Pennsylvania [Mr. OLIVER] has a couple of amendments which I have examined and which come within the clear rule followed by the committee with reference to longevity claims. I am willing to accept them.

Mr. OLIVER. I offer these amendments on behalf of my colleague [Mr. PENROSE].

The PRESIDING OFFICER (Mr. CHAMBERLAIN in the chair). The amendments will be stated in their order.

The SECRETARY. On page 266, after line 19, insert:

To Lucy May Castor, administratrix of the estate of Thomas Foster Castor, deceased, of Philadelphia, $671.40.

The PRESIDING OFFICER. The question is on agreeing to the amendment to the bill.

The amendment was agreed to.

The PRESIDING OFFICER. The next amendment submitted by the Senator from Pennsylvania will be read.

The SECRETARY. On page 218, after line 18, under "Pennsylvania," insert:

Mary L. Cummings, widow of Cornelius Cummings, deceased, $256.25.
Mary Sullivan, widow of John Sullivan, deceased, $443.49.

The amendment was agreed to.

Mr. CRAWFORD. I ask that the findings of the Court of Claims may be printed in the RECORD in connection with these amendments.

There being no objection, the findings were ordered to be printed in the RECORD, as follows:

[Senate Document No. 861, Sixty-second Congress, second session.]

LUCY MAY CASTOR, ADMINISTRATRIX.

Letter from the chief clerk of the Court of Claims transmitting a copy of the findings of the court in the case of Lucy May Castor, administratrix of the estate of Thomas Foster Castor, deceased, against the United States.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, June 24, 1912.

Hon. JAMES S. SHERMAN,
President of the Senate.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact and conclusion filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

ARCHIBALD HOPKINS,
Chief Clerk Court of Claims.

—

[Court of Claims. Congressional. No. 15002–2. Lucy May Castor, administratrix of the estate of Thomas Foster Castor, deceased, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for longevity pay alleged to be due on account of the service of Thomas Foster Castor, late an officer in the United States Army. On the 21st day of June, 1910, the United States Senate referred to the court a bill in the following words:

"[S. 8513, Sixty-first Congress, second session.]

"A bill for the relief of John Egan and certain other Army officers and their heirs and legal representatives.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of Treasury be, and he is hereby, authorized and directed to settle, adjust, and pay, out of any money in the Treasury not otherwise appropriated, the claims of * * * Thomas F. Castor * * *, officers of the Army of the United States, or their heirs or legal representatives where dead, for longevity pay, according to the decisions of the Supreme Court of the United States in the cases of the United States *v.* Tyler (105 U. S., 244); The United States *v.* Morton (112 U. S., 1); and The United States *v.* Watson (130 U. S., 80)."

The said Lucy May Castor appeared in this court April 20, 1911, and filed her petition, in which it is substantially averred that—

She is the administratrix of the estate of Thomas Foster Castor, who entered military service of the United States as a cadet at the Military Academy July 1, 1841, and served continuously until the date of his death, September 8, 1855; that longevity pay computed on a basis that his service began on entering said Military Academy was never paid said officer or the claimant; and that additional longevity pay should be paid the claimant reckoned on a basis that his service began on entering said Military Academy, in accordance with the decisions of the United States Supreme Court in the cases of Tyler *v.* United States (105 U. S., 244), of Morton *v.* United States (112 U. S., 1), and of United States *v.* Watson (130 U. S., 80); that a claim for all pay and allowances due was filed with the Auditor for the War Department and disallowed by that officer, and the claimant claimed $671.40.

The case was brought to a hearing on its merits on the 3d day of June, 1912. Frederick A. Fenning, Esq., apeared for the claimant, and the Attorney General, by George M. Anderson, Esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments of counsel on both sides, makes the following

FINDINGS OF FACT.

I. The claimant herein, Lucy May Castor, is a citizen of the United States, residing at Philadelphia, State of Pennsylvania, and is the duly appointed administratrix of the estate of Thomas Foster Castor, deceased, who during his lifetime was an officer in the United States Army, having entered the Military Academy as a cadet July 1, 1841. He graduated therefrom and was appointed a second lieutenant, Second United States Dragoons, July 1, 1846; was promoted to first lieutenant October 9, 1851, and died September 8, 1855.

II. Said decedent was paid his first longevity ration from July 1, 1851.

Under the decision of the Supreme Court in the case of United States *v.* Watson (130 U. S., 80), said decedent would be entitled to additional allowances, as reported by the Auditor for the War Department, amounting to $671.40.

III. The claim was presented to the accounting officers of the Treasury and was disallowed November 12, 1890. Except as above stated, the claim was never presented to any officer or department of the Government prior to its presentation to Congress and reference to this court, as hereinbefore set forth, and no evidence is adduced showing why claimant did not earlier prosecute said claim.

CONCLUSION.

Upon the foregoing findings of fact, the court concludes that the claim herein, not having been filed for prosecution before any court within six years from the time it accrued, is barred.

The claim is an equitable one against the United States in so far as they received the benefit of the service of said decedent while a cadet at the Military Academy, which service the Supreme Court in the case of United States *v.* Watson (130 U. S., 80) decided was service in the Army.

BY THE COURT.

Filed June 17, 1912.
A true copy.
Test this 22d day of June, 1912.
[SEAL.]

ARCHIBALD HOPKINS,
Chief Clerk Court of Claims.

[Senate Document No. 714, Sixty-second Congress, second session.]

WILLIAM H. CONGER AND OTHERS.

Letter from the assistant clerk of the Court of Claims transmitting a copy of the findings of the court in the case of William H. Conger and Mary L. Cummings, widow of Cornelius Cummings, and Mary Sullivan, widow of John Sullivan, against The United States.

COURT OF CLAIMS, CLERK'S OFFICE,
Washington, May 24, 1912.

Hon. JAMES S. SHERMAN,
President of the Senate.

SIR: Pursuant to the order of the court I transmit herewith a certified copy of the findings of fact and conclusion filed by the court in the aforesaid cause, which case was referred to this court by resolution of the United States Senate under the act of March 3, 1887, known as the Tucker Act.

I am, very respectfully, yours,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

—

[Court of Claims. Congressional. No. 14860. Subnumbers as below. (League Island Navy Yard, Philadelphia, Pa.) 8, William H. Conger; 29, Mary L. Cummings, widow of Cornelius Cummings; 37, Mary Sullivan, widow of John Sullivan, *v.* The United States.]

STATEMENT OF CASE.

This is a claim for the payment to the above-named claimants for services rendered at the League Island Navy Yard, Philadelphia, Pa., between March 21, 1878, and September 22, 1882, for extra labor above the legal day of eight hours.

On June 21, 1910, the United States Senate by resolution referred to the court, under the act of March 3, 1887, known as the Tucker Act, Senate bill No. 5123, which, so far as it pertains to the claims herein, reads as follows:

"A bill for the relief of William A. Ashe and others.

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay, out of any money in the Treasury not otherwise appropriated, to * * * William H. Conger, * * * Mary L. Cummings, widow of John Cornelius Cummings; * * * Mary Sullivan, widow of John Sullivan; * * * the amounts that may be found due each of them, respectively, for extra labor above the legal day of eight hours while employed by the United States as workmen, laborers, or mechanics at the various navy yards of the United States performed by them by reason of and under the provisions of circular numbered eight, issued by the Secretary of the Navy on March twenty-first, eighteen hundred and seventy-eight."

Thereafter the claimants named above and each of them offered and filed their respective petitions herein, in which they and each of them aver substantially as follows:

That between March 21, 1878, and the 21st day of September, 1882, they and each of them were employed by the Government of the United States at the navy yard at League Island, Philadelphia, Pa.; that on the 21st day of March, 1878, the Secretary of the Navy issued the order referred to in claimants' petition, known as Circular No. 8, and set forth in Finding I here.

That during the six months in each year from the date of said order to the 21st day of September, 1882, they worked during all or a portion of the time they were so employed in excess of eight working hours per day, and that they, and each of them, were paid for only eight hours' work per day for the time they were so employed during said period, and that they, and each of them, are entitled to the amounts set forth in their respective petitions, being the pay for all time worked during said period in excess of eight hours per day.

The case was brought to a hearing on the evidence and merits May 13, 1912. Messrs. Herbert & Micou appeared for the claimants, and the Attorney General, by Percy M. Cox, Esq., his assistant and under his direction, appeared for the defense and protection of the interests of the United States.

The court, upon the evidence and after considering the briefs and arguments on both sides, makes the following

FINDINGS OF FACT.

I. Between the 21st day of March, 1878, and the 22d day of September, 1882, the claimants herein, or their decedents, and each of them, were in the employ of the United States in the navy yard at League Island, Philadelphia, Pa., during which time the following order was in force:

[Circular No. 8.]

NAVY DEPARTMENT,
Washington, D. C., March 21, 1878.

The following is hereby substituted, to take effect from this date, for the circular of October 25, 1877, in relation to the working hours at the several navy yards and shore stations:

The working hours will be—

From March 21 to September 21, from 7 a. m. to 6 p. m.; from September 22 to March 20, from 7.40 a. m. to 4.30 p. m., with the usual intermission of one hour for dinner.

The departments will contract for the labor of mechanics, foremen, leading men, and laborers on the basis of eight hours a day. All workmen electing to labor 10 hours a day will receive a proportionate increase of their wages.

The commandants will notify the men employed, or to be employed, of these conditions, and they are at liberty to continue or accept employment under them or not.

R. W. THOMPSON,
Secretary of the Navy.

II. Said claimants and each of them, or their decedents, while in the employ of the United States as aforesaid worked on the average the number of hours set opposite their respective names in excess of eight hours a day and at the wages below stated, to wit:

No. 29. Cornelius Cummings	683½	hours, at $3 per day.
No. 37. John Sullivan	238	hours, at $2 per day.
	118	hours, at 3.50 per day.
	1,063⅞	hours, at $2.50 per day.

The claimant, William Conger, was employed during said period as a messenger and does not appear to have been governed by the above circular fixing the hours of labor for mechanics, foremen, leading men, and laborers.

III. If it is considered that eight hours constituted a day's work during the period from March 21, 1878, to September 22, 1882, under said Circular No. 8, then the claimants herein have been underpaid, as follows:

Maria L. Cummings, widow of Cornelius Cummings, deceased, two hundred and fifty-six dollars and twenty-five cents ($256.25).

Mary Sullivan, widow of John Sullivan, deceased, four hundred and forty-three dollars and forty-nine cents ($443.49).

IV. The claimants' decedents, Cornelius Cummings and John Sullivan, hereinbefore named, filed their claims in this court in 1888 under No. 16327, and in 1906 same were dismissed for want of prosecution, and no reason is given why said claimants did not prosecute their said claims to a final judgment in this court.

Except as above stated the claims were never presented to any department or officer of the Government prior to the presentation to Congress as set forth in the statement of the case, and no evidence is adduced to show why they did not earlier prosecute said claims.

CONCLUSION.

Upon the foregoing findings of fact the court concludes that the claims herein are not legal ones against the United States and are equitable only in the sense that the United States received the benefit of the services of claimants' decedents in excess of eight hours a day, as above set forth.

BY THE COURT.

Filed May 20, 1912.
A true copy.
Test this 24th day of May, 1912.
[SEAL.] JOHN RANDOLPH,
Assistant Clerk Court of Claims.

INTERSTATE SHIPMENT OF LIQUORS.

Mr. SANDERS. Mr. President, I ask unanimous consent that on Monday, January 13, at 3 o'clock p. m., the bill (S. 4043) to prohibit interstate commerce in intoxicating liquors be taken up for consideration, not to interfere with the impeachment proceedings if they shall not be concluded, and that the vote be taken on all amendments pending and amendments to be offered, and upon the bill itself, not later than the hour of 6 o'clock on that day.

Mr. SUTHERLAND. What date does the Senator from Tennessee suggest?

Mr. SANDERS. Next Monday. That is supposed to be after the impeachment trial has been concluded.

Mr. SUTHERLAND. There are a number of Senators who desire to be heard on the bill before it is voted on.

Mr. SANDERS. I propose that one week shall be given, and my idea is that there will be time enough for everyone to be heard between now and then.

Mr. SUTHERLAND. Probably during that time there will be no opportunity at all to be heard. The impeachment trial, with which we are engaged every day, and which occupies our attention pretty fully, probably will not be concluded before that time. For the present I must object to fixing a time.

The PRESIDING OFFICER. The Senator from Utah objects to fixing a time.

Mr. SANDERS. I will withdraw the request then.

OMNIBUS CLAIMS BILL.

Mr. CRAWFORD. I desire to yield to the Senator from Idaho [Mr. BORAH], and I announce that to-morrow at the conclusion of the morning business I will ask the Senate to resume the consideration of the omnibus claims bill.

SUBMISSION OF CONSTITUTIONAL AMENDMENT.

Mr. BORAH. Mr. President, a short time ago the legislature of one of the States sent a memorial to Congress protesting against the manner in which the Congress submitted the proposed amendment to the Constitution relative to the election of Senators by popular vote. The contention upon the part of the memorialists was to the effect that the joint resolution had not passed the Congress by a sufficient vote, or the vote required by the Constitution, and that, therefore, the States should not be called upon to vote upon the question of whether they would ratify the amendment. I want, in the very brief time which is allowed during this morning hour, to put into the RECORD some of the precedents with reference to this matter. The Constitution provides that—

The Congress, whenever two-thirds of both Houses shall deem it necessary, shall propose amendments to this Constitution, etc.

Similar language is used in the Constitution relative to the President's veto, wherein it is stated:

If, after such reconsideration, two-thirds of that House shall agree to pass the bill—

And so forth.

The specific question which is raised by the memorial is, What constitutes the "House," and what does the Constitution mean when it says "two-thirds of the House"? It is unnecessary to argue this as an original proposition, because it has been settled by a long line of precedents, all establishing one proposition, and that is, that the Constitution is satisfied in its terms when two-thirds of the vote cast favor the resolution, a quorum being present.

When the first constitutional amendment was passed by Congress there was a membership, I think, of 65 in the other House, and the resolution passed the House by a vote of 37, which was manifestly not a two-thirds vote of the membership. I do not find any discussion or debate at the time, but as a precedent it clearly established that it was regarded as sufficient that a two-thirds vote of those voting favored the resolution, a quorum being present.

The next precedent is one which was established during the administration of Mr. Buchanan, in which a proposed amendment to the Constitution passed the Senate. At that time the matter was debated, and the question was raised as to what was a compliance with the Constitution as to whether it required two-thirds of the membership or two-thirds of the vote cast, a quorum being present. It was established by an almost unanimous vote of the Senate that it was sufficient if the vote disclosed as favorable two-thirds of those voting, a quorum being present.

The next precedent was one which was established after the Civil War and at the time that the amendments which followed as a result of that war were before Congress. At that time the question was debated at some length, and again it was established as a precedent upon the part of the Senate that it did not require a two-thirds vote of the total membership, but two-thirds of those who voted, of course a quorum being present. The yeas in favor of that resolution were 39 and the nays were 13. After the vote was announced Mr. Davis said:

Mr. DAVIS. The question of order that I make is that the decision of this question has not been announced by the Chair according to the Constitution. The Chair has announced that the proposition has received the vote of two-thirds of the Senate, and therefore that it has passed. I controvert that fact. There are now 37 States in the Union. They are entitled to 74 Members of the Senate.

The President pro tempore then said:

The PRESIDENT pro tempore. The Chair desires the Senator to understand what the Chair said in the announcement of the vote. It was that two-thirds of the Senators present had voted in the affirmative. That is the way in which it was announced by the Chair.

* * * * * * *

Mr. DAVIS. That is just as I understood it. Now, the conclusion does not follow the vote which the Chair announced, because the Senate consists of 74 Members, and to constitute two-thirds of the Senate a vote of 50 is necessary. My point of order is, that when a less number than two-thirds of the Senate is required by the Constitution for any purpose; for instance, to ratify a treaty or to confirm a nomination, the Constitution expressly says that it shall be two-thirds of the Members present. In voting upon a proposition to amend the Constitution, the Constitution does not limit the number of two-thirds by reciting that it is two-thirds of the Members present. Here is the language of the Constitution:

"The Congress, whenever two-thirds of both Houses shall deem it necessary," etc.

Now, if Senators will look to that part of the Constitution which regulates the ratification of treaties by the Senate, or the confirmation of nominations to office by the President, they will perceive that the Constitution declares expressly that the two-thirds meant to effect those purposes are two-thirds of the Members present. In relation to this important matter of amending the Constitution there is no such restricted definition of two-thirds; but the Constitution in broad language provides that "Congress, whenever two-thirds of both Houses shall deem it necessary," etc., shall propose amendments of the Constitution. Now, the question is, What is two-thirds of both Houses?

Senator Trumbull on the same occasion said:

Mr. TRUMBULL. If the Chair will indulge me a moment, this very point was raised in regard to a constitutional amendment some years ago, and the Senate decided by a vote, almost unanimously, that two-thirds of the Senators present were sufficient to carry a constitutional amendment. I think that the Presiding Officer upon reflection will recollect it. It was the constitutional amendment that was proposed before the war. I myself made the point for the purpose of having it decided, and it was decided, I think, by a nearly unanimous vote, that two-thirds of the Senators present, a quorum being present, was sufficient to carry a constitutional amendment.

The President pro tempore then ruled:

I believe it has been decided according to all the precedents.

The President pro tempore having so ruled, the resolution passed.

The same question was raised during the Speakership of Mr. Reed, at a time when a resolution similar to the resolution which is now under consideration was passed by Congress, and Speaker Reed ruled upon the question. His ruling is found in Hinds' Precedents, in volume 5, page 1010. I have not time, Mr. President, to read this decision, and I ask, therefore, to insert it in the RECORD.

The PRESIDING OFFICER. If there is no objection, the matter referred to will be inserted.

The matter is as follows:

The Speaker said: "The question is one that has been so often decided that it seems hardly necessary to dwell upon it. The provision of the Constitution says 'two-thirds of both Houses.' What constitutes a House? A quorum of the membership, a majority, one-half and no more. That is all that is necessary to constitute a House to do all the business that comes before the House. Among the business that comes before the House is the reconsideration of a bill which has been vetoed by the President; another is a proposed amendment to the Constitution;

and the practice is uniform in both cases, that if a quorum of the House is present the House is constituted, and two-thirds of those voting are sufficient in order to accomplish the object. It has nothing to do with the question of what States are present and represented or what States are present and vote for it. It is the House of Representatives, in this instance, that votes and performs its part of the functions. If the Senate does the same thing, then the matter is submitted to the States directly, and they pass upon it. The First Congress, I think, had about 65 Members, and the first amendment that was proposed to the Constitution was voted for by 37 Members—obviously not two-thirds of the entire House. So the question seems to have been met right on the very threshold of our Government and disposed of that way."

Mr. BORAH. This question was raised at the time that the resolution under discussion passed the other House, and it is the record of the House which is involved in this memorial, and not the record in the Senate. I call attention to the record briefly. That record is found in the CONGRESSIONAL RECORD of the Sixty-second Congress, second session, at page 6368; and, for the sake of brevity, I will also ask to insert that ruling in the RECORD.

The PRESIDING OFFICER. If there be no objection, permission is granted.

The matter is as follows:

After the Speaker had announced the result, the following occurred:

"Mr. SISSON. Article V of the Constitution requires that two-thirds of both Houses when they deem it necessary may propose amendments to the Federal Constitution. Now, two-thirds of both Houses have not voted for this proposition. * * *

"The SPEAKER. The gentleman will be heard on the point of order. The Chair wishes to state the ruling. It has been held uniformly so far as the Chair knows that two-thirds of the House means two-thirds of those voting, a quorum being present."

Again the Speaker said:

"It has been held time out of mind that when the phrase or collocation of words 'House of Representatives' is used it means a quorum of the House; that is, 198 Members in this House. If it can do one thing with a bare quorum it can do anything."

Again, further on, the Speaker said:

"The Chair will state to the gentleman and to the House that if the question had never been raised before and Speaker Reed had never decided it the present occupant of the chair would decide it the very same way that Speaker Reed decided it. By the vote just taken the House votes to recede from its disagreement to the Senate amendment and to concur in the Senate amendment, two-thirds having voted therefor."

Mr. BORAH. Now, Mr. President, the language of the Constitution with reference to the vote which is required to pass a bill over the President's veto was passed upon by the Supreme Court in a case found in One hundred and forty-fourth United States Reports. The Supreme Court held in that case that "two-thirds" meant two-thirds of those voting, a quorum being present; and we will remember that the language of the Constitution is practically the same in both instances. I will also ask leave to insert in the RECORD some excerpts from that opinion.

The PRESIDING OFFICER. If there be no objection, permission to do so will be granted.

The matter referred to is as follows:

One of the questions presented by this case was whether the act of May 9, 1890, was legally passed. This was the important question. Among other things, the court said: "The Constitution provides that a majority of each House shall constitute a quorum to do business. In other words, when a majority are present the House is in a position to do business. Its capacity to transact business is then established, created by the mere presence of a majority, and does not depend upon the disposition or assent or action of any single Member or fraction of the majority present. All the Constitution requires is the presence of a majority, and when that majority are present the power of the House arises. * * * The other branch of the question is whether, a quorum being present, the bill received a sufficient number of votes; and here the general rule of all parliamentary bodies is that when a quorum is present the act of a majority of a quorum is the act of the body."

Again, it is said: "If all the members of a select body or committee or if all the agents are assembled or if all have been duly notified and the minority refuses or neglects to meet with the others, a majority of those present may act, provided those present constitute a majority of the whole number. In other words, in such a case a major part of the whole is necessary to constitute a quorum, and a majority of the quorum may act. * * * For, according to the principle of all the cases referred to, a quorum possesses all the powers of the whole body, a majority of which quorum must, of course, govern."

Mr. BORAH. Mr. President, this question as to the construction which should be placed upon the Constitution relative to the President's veto was decided by the present Speaker of the House of Representatives, Hon. CHAMP CLARK, upon the 14th day of August, 1912. The Speaker rendered an extensive opinion, and that I also ask leave to insert in the RECORD.

The PRESIDENT pro tempore. Without objection, permission to do so will be granted.

The matter referred to is as follows:

The SPEAKER. The Chair thinks that the question which was decided yesterday is of such far-reaching importance that he owes it to himself, as well as to the House and to future Speakers, to restate his opinion after an examination of the authorities. The parliamentary question in issue was this: On a roll call on passing a bill over the President's veto, in determining whether two-thirds have voted for it, should those answering "present" be taken into consideration or excluded therefrom?

The Chair has accepted the suggestion of the gentleman from Massachusetts [Mr. GARDNER], for whose knowledge of parliamentary law the Chair has very great respect, and that is to give a more elaborate opinion than just simply announcing a decision one way or the other. The importance of the question demanded and has received closest examination. The situation about it is this: Touching the passage of a bill over the President's veto, or the attempt to pass it, the constitutional provision is as follows:

"Every bill which shall have passed the House of Representatives and the Senate shall, before it becomes a law, be presented to the President of the United States; if he approves, he shall sign it; but if not, he shall return it with his objections to that House in which it shall have originated"—

In this case the House of Representatives—

"who shall enter the objections at large on their Journal and proceed to reconsider it. If, after such reconsideration, two-thirds of that House shall agree to pass the bill, it shall be sent, together with the objections, to the other House, by which it shall likewise be reconsidered, and if approved by two-thirds of that House it shall become a law. But in all such cases the votes of both Houses shall be determined by yeas and nays, and the names of the persons voting for and against the bill shall be entered on the Journal of each House, respectively."

The Chair could very well adopt the remarks of the gentleman from Illinois [Mr. MANN] as his opinion. The Chair takes it that no Speaker is ever going to render an opinion for partisan political effect which he can not stand by whenever the same kind of a question arises again, whether it goes against his political friends or foes.

The first point in the excerpt from the Constitution which attracts attention in this case is "if after reconsideration two-thirds of that House," and so forth. There have been all sorts of contentions about what constitutes "the House." Some gentlemen of eminent ability have contended it means all the Members elect and qualified; others have contended it means simply a quorum, and several decisions, not on this particular question of passing bills over the President's vetoes but on questions practically involving the same question as to the count, have been rendered, but finally it has come to be accepted that "the House" does not mean all the Members elected and qualified, but only a quorum. The full membership of the present House is 394, a quorum of which is 198; but there are four vacancies, reducing the membership to 390, of which 196 constitute a quorum. That is proposition No. 1.

The second constitutional proposition is stated in these words:

"But in all such cases the votes of both Houses shall be determined by the yeas and nays—"

That is, in veto cases—

"and the names of the persons voting for and against the bill shall be entered on the Journal of each House respectively."

The Chair answered the inquiry of the gentleman from Illinois [Mr. CANNON] inadvisedly, that the names of those present ought to be in the Journal. The Constitution does not require any such thing. The Chair has investigated that matter since, and it is entirely immaterial whether the names of the 10 gentlemen who answered "present" go in the Journal or not. The Constitution does not provide for a Member voting "present," but the rules of the House, in order to eke out a quorum, have provided that they can vote "present." They have to answer "aye" or "nay" on the roll call in order to be counted on passing a bill over the President's veto. That is the requirement of the Constitution, and if the contention were on a proposition which required only a majority it would be the same way. In fact, that is one unvarying rule of procedure whenever the roll is called on any proposition. The Chair announces: "So many 'ayes,' so many 'nays,' so many 'present'; the 'ayes'—or 'nays,' as the case may be—have it." Those voting "present" are disregarded, except for the sole purpose of making a quorum.

In this case 174 Members voted "aye," 80 voted "no," and 10 answered "present"; 174 plus 80 equal 254, a quorum, without counting the 10 who answered "present." One hundred and seventy-four is more than two-thirds of 254.

These 10 gentlemen were here simply for the purpose of making a quorum. It is clear that to count them on this vote would be to count them in the negative, and the chair does not believe that any such contention as that is tenable. The Chair holds that, if there is a quorum present on a roll call to determine whether the House will agree to pass a bill over the President's veto, and two-thirds of those voting vote "yea," that is sufficient and is a compliance with the constitutional requirement.

To show that the view expressed by the Chair is correct, there is a fact dehors the record which tends to clarify the situation. Of the 10 Members who answered "present," 7 were Democrats and 3 Republicans. Of course every one of the 7 Democrats, if not paired, would have voted "aye"; so that to have counted in the 7 Democrats who answered "present" in determining the two-thirds would have put them down as voting "no," precisely opposite to the way they would have voted, which amounts to a reductio ad absurdum.

The Chair has hunted up the authorities. There are several of them, but there is no use in citing but one. I take it that political friend and foe alike will admit that when the Hon. Thomas B. Reed expressed an opinion he expressed it so one could understand what it meant, and therefore I will read section 7027, volume 5, Hinds' Precedents, and this is the headline or syllabus:

"The vote required on a joint resolution proposing an amendment to the Constitution is two-thirds of those voting, a quorum being present, and not two-thirds of the entire membership. On May 11, 1898, Mr. John B. Corliss, of Michigan, called up the joint resolution (H. Res. 5) proposing an amendment to the Constitution providing for the election of Senators of the United States.

"The question being taken on the passage of the resolution, there were—yeas 184, nays 11, and the Speaker announced that the joint resolution was passed, two-thirds having voted in favor thereof.

"Mr. EBENEZER J. HILL, of Connecticut, called attention to this clause of the Constitution:

"'The Congress, whenever two-thirds of both Houses shall deem it necessary, shall propose amendments to this Constitution, or on the application of the legislatures of two-thirds of the several States shall call a convention for proposing amendments'; and made the point of order that the vote required was two-thirds of the entire membership, not two-thirds of a quorum.

Mr. Speaker Reed said:

"The question is one that has been so often decided that it seems hardly necessary to dwell upon it. The provision of the Constitution says 'two-thirds of both Houses.' What constitutes a House? A quorum of the membership, a majority, one-half and one more. That is all that is necessary to constitute a House to do all the business that comes before the House. Among the business that comes before the House is the reconsideration of a bill which has been vetoed by the President; another is a proposed amendment to the Constitution; and the practice is uniform in both cases that, if a quorum of the House is present, the House is constituted, and two-thirds of those voting are sufficient in order to accomplish the object. It has nothing to do with the question of what States are present and represented, or what States are present and vote for it. It is the House of Repre-

sentatives in this instance that votes and performs its part of the function. If the Senate does the same thing, then the matter is submitted to the States directly, and they pass upon it.

"The First Congress, I think, had about 65 Members, and the first amendment that was proposed to the Constitution was voted for by 37 Members, obviously not two-thirds of the entire House. So the question seems to have been met right on the very threshold of our Government and disposed of in that way."

It turned out in the evolution of things that when Mr. Speaker Reed made his ruling that he had the right to count the Members who were present and who would not vote, it created a great deal of bitterness, the question finally got into the Supreme Court of the United States, and in the case of the United States *v.* Ballin, in One hundred and forty-fourth United States Supreme Court Reports, this question is gone into, Mr. Justice Brewer rendering the opinion of the Supreme Court. He gives a statement of the matters in controversy:

"That the Journal of the House of Representatives shows the facts attending the passage of the act of May 9, 1890, thus:

"'The Speaker laid before the House the bill of the House (H. R. 9548) providing for the classification of worsted cloths as woolens, coming over from last night as unfinished business, with the previous question, and the yeas and nays ordered.

"'The House having proceeded to the consideration, and the question being put,

"'Shall the bill pass?

"'There appeared: Yeas 138, nays 0, not voting 189.

"'The said roll call having been recapitulated, the Speaker announced, from a list noted and furnished by the Clerk, at the suggestion of the Speaker, the following-named Members as present in the Hall when their names were called and not voting, viz:

(Here follows an alphabetical list of the names of 74 Members.)

"'The Speaker thereupon stated that the said Members present and refusing to vote—74 in number—together with those recorded as voting—138 in number—showed a total of 212 Members present, constituting a quorum present to do business; and that, the yeas being 138 and the nays none, the said bill was passed.'"

Mr. Justice Brewer delivered the opinion of the court. He said inter alia:

"Two questions only are presented: First, was the act of May 9, 1890, legally passed; and, second, what is its meaning? The first is the important question. The enrolled bill is found in the proper office, that of the Secretary of State, authenticated and approved in the customary and legal form. There is nothing on the face of it to suggest any invalidity. Is there anything in the facts disclosed by the Journal of the House, as found by the general appraisers, which vitiates it? We are not unmindful of the general observations found in Gardner *v.* The Collector (6 Wall., pp. 499, 511), 'that whenever a question arises in a court of law of the existence of a statute, or of the time when a statute took effect, or of the precise terms of a statute, the judges who are called upon to decide it have a right to resort to any source of information which in its nature is capable of conveying to the judicial mind a clear and satisfactory answer to such question; always seeking first for that which in its nature is most appropriate, unless the positive law has enacted a different rule.' And we have at the present term, in the case of Field *v.* Clark (143 U. S., p. 649), had occasion to consider the subject of an appeal to the Journal in a disputed matter of this nature. It is unnecessary to add anything here to that general discussion. The Constitution (Art. I, sec. 5) provides that 'each House shall keep a Journal of its proceedings'; and that 'the yeas and nays of the Members of either House on any question shall, at the desire of one-fifth of those present, be entered on the Journal.' Assuming that by reason of this latter clause reference may be had to the Journal, to see whether the yeas and nays were ordered; and if so, what was the vote disclosed thereby; and assuming, though without deciding, that the facts which the Constitution requires to be placed on the Journal may be appealed to on the question whether a law has been legally enacted; yet, if reference may be had to such Journal, it must be assumed to speak the truth. It can not be that we can refer to the Journal for the purpose of impeaching a statute properly authenticated and approved, and then supplement and strengthen that impeachment by parol evidence that the facts stated on the Journal are not true, or that other facts existed which, if stated on the Journal, would give force to the impeachment. If it be suggested that the Speaker might have made a mistake as to some one or more of these 74 Members, or that the Clerk may have falsified the Journal in entering therein a record of their presence, it is equally possible that in reference to a roll call and the yeas and nays there should be a like mistake or falsification. The possibility of such inaccuracy or falsehood only suggests the unreliability of the evidence and the danger of appealing to it to overthrow that furnished by the bill enrolled and authenticated by the signatures of the presiding officers of the two Houses and the President of the United States. The facts, then, as appearing from this Journal, are that at the time of the roll call there were present 212 Members of the House, more than a quorum; and that 138 voted in favor of the bill, which was a majority of those present. The Constitution, in the same section, provides that 'each House may determine the rules of its proceedings.' It appears that in pursuance of this authority the House had, prior to that day, passed this as one of its rules:

"RULE XV.

"3. On the demand of any Member, or at the suggestion of the Speaker, the names of Members sufficient to make a quorum in the Hall of the House who do not vote shall be noted by the Clerk and recorded in the Journal, and reported to the Speaker with the names of the Members voting, and be counted and announced in determining the presence of a quorum to do business." (H. Jour., p. 230, Feb. 14, 1890.)

The action taken was in direct compliance with this rule. The question, therefore, is as to the validity of this rule, and not what methods the Speaker may of his own motion resort to for determining the presence of a quorum, nor what matters the Speaker or Clerk may of their own volition place upon the Journal. Neither do the advantages or disadvantages, the wisdom or folly, of such a rule present any matters for judicial consideration. With the courts the question is only one of power. The Constitution empowers each House to determine its rules of proceedings. It may not by its rules ignore constitutional restraints or violate fundamental rights, and there should be a reasonable relation between the mode or method of proceeding established by the rule and the result which is sought to be attained. But within these limitations all matters of method are open to the determination of the House, and it is no impeachment of the rule to say that some other way would be better, more accurate, or even more just. It is no objection to the validity of a rule that a different one has been prescribed and in force for a length of time. The power to make rules is not one which once exercised is exhausted. It is a continuous power, always subject to be exercised by the House, and, within the limitations suggested, absolute and beyond the challenge of any other body or tribunal.

The Constitution provides that "a majority of each (House) shall constitute a quorum to do business." In other words, when a majority are present the House is in a position to do business. Its capacity to transact business is then established, created by the mere presence of a majority, and does not depend upon the disposition or assent or action of any single Member or fraction of the majority present. All that the Constitution requires is the presence of a majority, and when that majority are present the power of the House arises.

But how shall the presence of a majority be determined? The Constitution has prescribed no method of making this determination, and it is therefore within the competency of the House to prescribe any method which shall be reasonably certain to ascertain the fact. It may prescribe answer to roll call as the only method of determination, or require the passage of Members between tellers and their count as the sole test, or the count of the Speaker or the Clerk and an announcement from the desk of the names of those who are present. Any one of these methods, it must be conceded, is reasonably certain of ascertaining the fact, and as there is no constitutional method prescribed and no constitutional inhibition of any of those and no violation of fundamental rights in any, it follows that the House may adopt either or all, or it may provide for a combination of any two of the methods. That was done by the rule in question, and all that rule attempts to do is to prescribe a method for ascertaining the presence of a majority and thus establishing the fact that the House is in a condition to transact business.

As appears from the Journal, at the time this bill passed the House there was present a majority, a quorum, and the House was authorized to transact any and all business. It was in a position to act on the bill if it desired. The other branch of the question is whether, a quorum being present, the bill received a sufficient number of votes; and here the general rule of all parliamentary bodies is that when a quorum is present the act of a majority of the quorum is the act of the body. This has been the rule for all time, except so far as in any given case the terms of the organic act under which the body is assembled have prescribed specific limitations, as, for instance, in those States where the constitution provides that a majority of all the members elected to either house shall be necessary for the passage of any bill. No such limitation is found in the Federal Constitution, and therefore the general law of such bodies obtains.

* * * * * * *

Summing up this matter, this law is found in the Secretary of State's office, properly authenticated. If we appeal to the Journal of the House, we find that a majority of its Members were present when the bill passed, a majority creating by the Constitution a quorum, with authority to act upon any measure; that the presence of that quorum was determined in accordance with a valid rule theretofore adopted by the House; and that of that quorum a majority voted in favor of the bill. It therefore legally passed the House, and the law as found in the office of the Secretary of State is beyond challenge.

Mr. BORAH. The vote to which the objection is made by the memorialists occurred in the House. By reference to the vote there it will be seen that more than a quorum was present and that there were 238 votes in favor of the amendment and 39 against it. The record with reference to the passing of this resolution for the amendment to the Constitution is clearly and unquestionably within all the precedents which have been established from the beginning of the Government. It was legally and constitutionally submitted to the States and the States have but to ratify or reject it, as in their respective judgments seems proper. There can be no technical objection to the manner of its submission fairly raised. I doubt if the submission of any amendment to the Constitution was ever submitted in accordance with the rule sought to be invoked by those who are now objecting to the manner of submission in this instance. There does not seem to be, either in reason or in precedent, any ground for the objection.

IMPEACHMENT OF ROBERT W. ARCHBALD.

The PRESIDENT pro tempore (Mr. BACON) having announced that the time had arrived for the consideration of the articles of impeachment against Robert W. Archbald, the respondent appeared with his counsel, Mr. Worthington, Mr. Simpson, Mr. Robert W. Archbald, jr., and Mr. Martin.

The managers on the part of the House of Representatives appeared in the seats provided for them.

The Sergeant at Arms made the usual proclamation.

Mr. JONES. I suggest the absence of a quorum.

The PRESIDENT pro tempore. The Senator from Washington suggests the absence of a quorum. The Secretary will call the roll.

The Secretary called the roll, and the following Senators answered to their names:

Ashurst	Curtis	Lippitt	Smith, Ariz.
Bacon	Dillingham	Lodge	Smoot
Borah	Dixon	Myers	Stephenson
Bourne	du Pont	Nelson	Sutherland
Bradley	Fletcher	Page	Thornton
Bristow	Gallinger	Paynter	Tillman
Brown	Gore	Perkins	Townsend
Burnham	Gronna	Perky	Warren
Burton	Hitchcock	Pomerene	Watson
Chamberlain	Jones	Richardson	Williams
Clapp	Kenyon	Root	Works
Clark, Wyo.	Kern	Sanders	
Cummins	La Follette	Shively	

Mr. KERN. I again announce that the Senator from South Carolina [Mr. SMITH] is detained at home on account of a death in his family. He is paired, I think, with the junior Senator from Delaware [Mr. RICHARDSON].

The PRESIDENT pro tempore. On the call of the roll of the Senate 50 Senators have responded to their names. A quorum is present. The Secretary will read the Journal of the last session of the Senate sitting as a Court of Impeachment.

The Secretary read the Journal of the proceedings of Saturday, January 4, 1913.

The PRESIDENT pro tempore. Are there any inaccuracies in the Journal? If not, it will stand approved.

Mr. Manager CLAYTON. Mr. President, I should like for the witness, Mr. Tracy, to be recalled for the purpose of cross-examining him. Saturday evening he was examined touching a matter coming under his observation and knowledge as an officer of one of the departments of the Government and I desire to ask him a question.

The PRESIDENT pro tempore. The witness will be recalled.

Mr. MARTIN. The witness is not here at the present time. Is he here?

Mr. WORTHINGTON. Is he here?

Mr. Manager CLAYTON. He is here.

Mr. WORTHINGTON. Oh.

Mr. Manager CLAYTON. He is in the Sergeant at Arms' office, I am told.

TESTIMONY OF ROBERT C. TRACY—RECALLED.

Robert C. Tracy, having been heretofore duly sworn, was examined and testified as follows:

Q. (By Mr. Manager CLAYTON.) You are the gentleman, Robert C. Tracy, who was examined here by the respondent's counsel on Saturday last, are you?—A. Yes, sir.

Q. You furnished a list showing the occupations of the various jury commissioners appointed by the United States courts throughout the country, and in that list I observe you put down, of the 126, if I make no mistake in the number, 19 as lawyers?—A. Yes, sir.

Q. I desire now to ask you if you can state to the Senate how many of those 19 lawyers were railroad attorneys?—A. I do not know that any of them were.

Q. What is your information on it—the same information that you had in making this list?—A. I have knowledge of only 17.

Q. And are they railroad lawyers?—A. No, sir.

Q. Seventeen of them are not railroad lawyers?—A. No, sir.

Q. You, then, have information as to how many were railroad lawyers at the time of their appointment?—A. I do not know whether those other two were or were not.

Q. But you ascertained that 17 of them were not railroad attorneys?—A. Yes, sir.

Q. Now, you will observe that among the papers produced Saturday—and I suppose as a part of your testimony—is a letter headed "Department of Justice, United States District Court, Northern District of West Virginia, Parkersburg, October 7, 1912," addressed to the Attorney General and signed by C. B. Kefanver. The jury commissioner therein referred to is one of the two that you designate as a railroad attorney at the time of his appointment. Who was the other one?—A. I did not see that letter.

Q. You did not?—A. No, sir.

Mr. Manager CLAYTON. Then, Mr. President, that is all we desire to ask the witness, but we ask to put in evidence this letter dated October 3, 1911, and addressed to the Attorney General. It is written from the United States district court clerk's office, Seattle, Wash., and is signed Frank L. Crosby.

Mr. SIMPSON. I should like to see that. We do not know what it is.

Mr. Manager CLAYTON. I offer that as germane to this subject, wherein they schedule the vocations of the different jury commissioners, and it is simply to account for the other one of the two lawyers who were appointed whose vocation the witness did not remember.

The PRESIDENT pro tempore. Without objection the letter will be read.

Mr. Manager CLAYTON. I have no further questions to ask the witness.

Mr. SIMPSON. I have one or two questions which I desire to ask after the letter has been read.

Mr. Manager CLAYTON. Let the letter be read.

The PRESIDENT pro tempore. The letter will be read.

The Secretary read as follows:

[U. S. S. Exhibit 99.]

CLERK UNITED STATES DISTRICT COURT,
WESTERN DISTRICT OF WASHINGTON,
Seattle, October 3, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: Referring to your letter of the 26th ultimo, initials E. M. K., I have the honor to advise you that Earl R. Jenner, jury commissioner for the western district of Washington (northern division), whose occupation is given as a lawyer, advises me that he is chief examiner for the Washington Title Insurance Co., also for the Seattle Trust Co. I presume these companies are likely at some time to have litigation before this court.

Mr. Jenner states to me that he wishes very much to resign from service as jury commissioner, and I have advised him to present the matter to the judge, and I presume the resignation will be accepted and some person appointed in his place.

Very respectfully,

FRANK L. CROSBY, *Clerk.*

Mr. Manager CLAYTON. We have no further questions to ask of this witness at the present time.

Q. (By Mr. SIMPSON.) What exactly do you mean by a railroad lawyer?—A. I presume a man who has something to do with railroads.

Q. Was that what you meant when you were answering Judge CLAYTON's questions on the subject?—A. I might have had that in mind.

Q. You said there were 17 of them who were not railroad lawyers. I want to know what knowledge you have on that point.—A. I received letters—or the department did, rather—from 17 clerks of courts, saying that those jury commissioners had no connection or affiliations as lawyers with railroads.

Q. Then all you know on the subject is that the clerks of courts wrote letters stating that in their opinion, or from some information they had, as the fact may be, certain jury commissioners were not connected with railroads.—A. Yes, sir.

Q. And you were giving simply the information thus acquired?—A. Yes, sir.

Q. Where are those letters, if you know? Are they all here?—A. All except two. There were 19, and I have 17 of them.

Q. Where are the others?—A. I do not know. I heard one of them read. I do not know where the others are.

Q. Is the other one the one that was attached to the record as handed in on Saturday?—A. I do not know; I do not believe so.

Q. Will you look at this one, please?—A. (After examination.) I never saw that letter until it was printed this morning; until I got the printed copy this morning. Is that the other one you have reference to?

Q. Here is a letter, dated October 7, 1912, signed by C. B. Kefaner, clerk.—A. This is one of the missing ones.

Q. This is one of the missing ones, and the one produced by Judge CLAYTON is the second missing one, is it?—A. Yes, sir.

Q. Will you produce those 17 letters, please?

(The witness produced the letters.)

Mr. SIMPSON. Mr. President, we offer these letters in evidence, although we do not care to detain the Senate now for the time which would be required to read them.

The PRESIDENT pro tempore. Without objection they will be received and filed.

Mr. Manager CLAYTON. Mr. President, I desire to say that I have not had an opportunity to examine those letters critically, and therefore at this time I do not make any objection. I made my objection in the beginning, and the Chair sees what this has led to. As I said on Saturday, the very gravamen of the charge is that these 17 or 19 lawyers were connected with railroads; and I suppose if the other part of the testimony is admissible this ought to go along with it.

The letters referred to are as follows:

[U. S. S. Exhibit HH.]

[Carbon copy for the files.]

MAKING INQUIRIES ABOUT JAMES H. JUDKINS.

DEPARTMENT OF JUSTICE,
September 25, 1912.

CLERK UNITED STATES DISTRICT COURT,
Montgomery, Ala.

SIR: Please advise the department at the earliest practicable date as to whether James H. Judkins, jury commissioner for the middle district of Alabama, whose occupation is given as a lawyer, is regularly retained or employed by any railroad or large corporation likely to have litigation before the court with which he is connected.

Respectfully,

_____,
Acting Attorney General.

CLERK'S OFFICE, UNITED STATES COURTS,
MIDDLE DISTRICT OF ALABAMA, NORTHERN DIVISION,
Montgomery, Ala., September 28, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: Replying to your letter of the 25th instant, E. M. K. 163028, I have the honor to state that "James H. Judkins, jury commissioner for the middle district of Alabama, is not retained or employed by any railroad or large corporation likely to have litigation before the court with which he is connected," nor has he ever been so employed. In fact, Capt. Judkins has practically retired from the practice of law and is engaged in farming.

Respectfully,

HARVEY E. JONES, *Clerk.*

[Carbon copy for the files.]

MAKING INQUIRIES AS TO H. W. DANFORTH.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Springfield, Ill.

SIR: Please advise the department at the earliest practicable date as to whether H. W. Danforth, jury commissioner for the southern dis-

trict of Illinois (northern division), whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

———— ————,
Acting Attorney General.

CLERK'S OFFICE, DISTRICT COURT UNITED STATES,
SOUTHERN DISTRICT OF ILLINOIS, SOUTHERN DIVISION,
Springfield, Ill., October 1, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: I have your communication of September 26 (E. M. K., J. J. G., A. G. M., H. A. F.), in relation to H. W. Danforth, our jury commissioner for the northern division, and in reply to same would say that I have had my deputy at Peoria investigate the matter, and he informs me that Mr. Danforth is not practicing law and is not connected with any firm of lawyers, but is devoting all of his time and attention to the business of farming.

Respectfully,

R. C. BROWN, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO A. Q. JONES.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Indianapolis, Ind.

SIR: Please advise the department at the earliest practicable date as to whether A. Q. Jones, jury commissioner for the district of Indiana, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

———— ————,
Acting Attorney General.

UNITED STATES COURTS,
Indianapolis, September 28, 1912.

To the ATTORNEY GENERAL,
Washington, D. C.

SIR: I have your letter of the 26th instant with reference to A. Q. Jones, Esq., jury commissioner for the district of Indiana. It does not appear that he is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Yours, truly,

NOBLE C. BUTLER, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO JOHN MILEHAM.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Topeka, Kans.

SIR: Please advise the department at the earliest practicable date as to whether John Mileham, jury commissioner for the district of Kansas, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

———— ————,
Acting Attorney General.

DEPARTMENT OF JUSTICE,
UNITED STATES DISTRICT COURT, DISTRICT OF KANSAS.

The ATTORNEY GENERAL, *Washington, D. C.*

SIR: In reply to your letter of the 26th instant, I beg to advise that Mr. John Mileham, jury commissioner for the district of Kansas, is a retired attorney. He has not been in the active practice for many years. To my knowledge he was never retained or employed by any railroad or large corporation, and I know that he has not been during the last 12 years or more.

Respectfully,

MORTON ALBAUGH, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO JOHN R. DONOHUE.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
St. Paul, Minn.

SIR: Please advise the department at the earliest practicable date as to whether John R. Donohue, jury commissioner for the district of Minnesota, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

———— ————,
Acting Attorney General.

DEPARTMENT OF JUSTICE,
DISTRICT COURT OF THE UNITED STATES,
DISTRICT OF MINNESOTA,
St. Paul, Minn., September 30, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: Answering yours of the 26th instant, initials J. J. G., A. G. M., H. A. F., I have to say that John R. Donohue, jury commissioner for the district of Minnesota, is not regularly retained or employed by any railroad or other large corporation likely to have litigation before this court.

Respectfully,

CHARLES L. SPENCER, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO ROLAND HOMER.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
St. Louis, Mo.

SIR: Please advise the department at the earliest practicable date as to whether Roland Homer, jury commissioner for the eastern district of Missouri, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

———— ————,
Acting Attorney General.

DEPARTMENT OF JUSTICE,
UNITED STATES DISTRICT COURTS,
EASTERN DISTRICT OF MISSOURI,
September 28, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: Replying to your inquiry under date of September 26, 1912 (J. J. F., A. G. M., H. A. F., E. M. K.), I beg to say, from information, that Jury Commissioner Roland Homer is not regularly retained by any railroad or other large corporation likely to have litigation before the court. Inquiry can be made directly of him, if you desire.

Respectfully,

W. W. NALL, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO JOSEPH S. RUST.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Kansas City, Mo.

SIR: Please advise the department at the earliest practicable date as to whether Joseph S. Rust, jury commissioner for the western district of Missouri, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

———— ————,
Acting Attorney General.

DEPARTMENT OF JUSTICE,
UNITED STATES DISTRICT COURT,
WESTERN DIVISION OF THE WESTERN DISTRICT OF MISSOURI,
Kansas City, Mo., October 5, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: Replying to yours of September 26, initialed E. M. K., I beg to advise you that Joseph S. Rust, jury commissioner for the western district of Missouri, is not regularly retained or employed by any railroad or other large corporations.

Respectfully,

JOHN B. WARNER,
Clerk, United States District Court.

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO EDWARD L. PATTERSON.

DEPARTMENT OF JUSTICE, *September 26, 1912.*

CLERK UNITED STATES DISTRICT COURT,
New York City.

SIR: Please advise the department at the earliest practicable date as to whether Edward L. Patterson, jury commissioner for the southern district of New York, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

———— ————,
Acting Attorney General.

CLERK'S OFFICE, DISTRICT COURT OF THE UNITED STATES,
SOUTHERN DISTRICT OF NEW YORK,
New York City, September 28, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: I have the honor to reply to your letter of the 26th instant (E. M. K.), and beg to say that, so far as my knowledge goes, and upon inquiry of Mr. Edward L. Patterson himself, he is not now, nor is he likely to be, retained or employed by any railroad or other large corporation likely to have litigation before this court.

Very respectfully,

THOS. ALEXANDER, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO HY. H. SEYMOUR.

DEPARTMENT OF JUSTICE, *September 26, 1912.*

CLERK UNITED STATES DISTRICT COURT,
Buffalo, N. Y.

SIR: Please advise the department at the earliest practicable date as to whether Hy. H. Seymour, jury commissioner for the western district of New York, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

———— ————,
Acting Attorney General.

OFFICE OF THE CLERK UNITED STATES DISTRICT COURT,
WESTERN DISTRICT OF NEW YORK,
Buffalo, N. Y., September 27, 1912.

The ATTORNEY GENERAL,
Department of Justice, Washington, D. C.

SIR: In response to your favor of the 26th instant (J. J. G., A. G. M.) I beg to advise you that Henry H. Seymour, the jury commissioner of the United States District Court for the Western District of New York, while being a lawyer by profession is not actively engaged in the practice of the law and is not from any knowledge or information that I can obtain, which includes his own statement, regularly retained or employed by any railroad or other large corporation likely to have litigation before this court. His principal and practically sole present occupation is that of jury commissioner for the county of Erie, under a salary of $4,000 or $5,000, and his time is practically entirely taken up with his duties in connection with that office. In fact I know of no other occupation in which he is engaged at present, except what work he performs in connection with his duties as jury commissioner for this court.

Respectfully,

S. W. PETRIE, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO CHARLES H. MATTHEWS.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Philadelphia, Pa.

SIR: Please advise the department at the earliest practicable date as to whether Charles H. Matthews, jury commissioner for the eastern

district of Pennsylvania, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

_____ _____,
Acting Attorney General.

CLERK'S OFFICE, DISTRICT COURT UNITED STATES,
EASTERN DISTRICT OF PENNSYLVANIA,
Philadelphia, September 28, 1912.

Hon. GEORGE W. WICKERSHAM,
United States Attorney General, Washington, D. C.

SIR: Your letter of the 26th instant asking that I advise you "whether Charles H. Matthews, jury commissioner for the eastern district of Pennsylvania, whose occupation is lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected," duly received.

Mr. Matthews has been for many years a member of the Philadelphia bar in the highest standing, and, so far as I know, his legal practice is not along the lines suggested in your letter.

Respectfully,

WM. E. CRAIG, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO GEORGE C. BURGWIN.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Pittsburgh, Pa.

SIR: Please advise the department at the earliest practicable date as to whether George C. Burgwin, jury commissioner for the western district of Pennsylvania, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

_____ _____,
Acting Attorney General.

OFFICE OF THE CLERK, UNITED STATES DISTRICT COURT,
WESTERN DISTRICT OF PENNSYLVANIA,
Pittsburgh, September 30, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: Replying to yours of the 26th instant (initials E. M. K.), I beg to state that George C. Burgwin, jury commissioner for the said court, whose occupation is that of lawyer, is president of a national bank in the city of Pittsburgh, in said district. I have no knowledge of him being regularly retained or employed by any railroad or other large corporation (except as noted) likely to have litigation before the court with which he is connected.

Respectfully,

WM. T. LINDSEY, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO HY. R. GIBSON.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Knoxville, Tenn.

SIR: Please advise the department at the earliest practicable date as to whether Hy. R. Gibson, jury commissioner for the eastern district of Tennessee (northern division), whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

_____ _____,
Acting Attorney General.

CLERK'S OFFICE, UNITED STATES DISTRICT COURT,
EASTERN DISTRICT OF TENNESSEE,
Knoxville, Tenn., September 28, 1912.

The honorable the ATTORNEY GENERAL,
Washington, D. C.

SIR: Pursuant to directions contained in your letter of the 26th instant, initialed "E. M. K.," as to whether I have any knowledge of the Hon. Henry R. Gibson, jury commissioner for the northern division of the eastern district of Tennessee, being regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected, I beg to report that I do not believe that Judge Gibson is regularly retained as an attorney or counselor by any individual or corporation.

I wrote you on July 27, 1912, replying to your circular No. 313, that Judge Gibson had retired from active practice of his profession as an attorney at law and that for a long term of years he was chancellor of the State court of equity at this place and was for many years Congressman from the second congressional district of Tennessee.

I think his principal occupation now is writing law books, he being the author of Gibson's Suits in Chancery, which has reached its second edition.

You are respectfully referred to rule 21 of the rules of this court relating to placing names of talesmen in the jury box by the jury commissioner, and the provisions of this rule have been embodied in a new rule recently promulgated by Judge Sanford. I beg to state, with all due respect, that Judge Sanford would not permit a practicing attorney or one retained by any individual or corporation to act as jury commissioner of any of the divisions over which he presides for a single instant.

Yours, respectfully, HORACE VAN DEVENTER, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO HARVEY WILLSON.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Richmond, Va.

SIR: Please advise the department at the earliest practicable date as to whether Harvey Willson, jury commissioner for the eastern district of Virginia, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

_____ _____,
Acting Attorney General.

OFFICE OF THE CLERK UNITED STATES COURTS,
EASTERN DISTRICT OF VIRGINIA,
Richmond, Va., September 28, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: Replying to your letter (J. J. G., A. G. M., H. A. F.) of the 26th instant I beg to advise you that Mr. Harvey Willson, the jury commissioner for the eastern district of Virginia, is not now engaged in the practice of his profession as a lawyer, and has not been for five years or more.

Respectfully, JOSEPH P. BRADY, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO ALFRED B. PERCY.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Lynchburg, Va.

SIR: Please advise the department at the earliest practicable date as to whether Alfred B. Percy, jury commissioner for the western district of Virginia, whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

_____ _____,
Acting Attorney General.

CLERK'S OFFICE UNITED STATES DISTRICT COURT,
Lynchburg, Va., September 27, 1912.

Honorable ATTORNEY GENERAL,
Washington, D. C.

SIR: Replying to your letter of the 26th instant (E. M. K.) asking if Mr. Alfred B. Percy, jury commissioner for the western district of Virginia, "is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected."

Would say that I have seen Maj. Percy, and he tells me he is not employed or connected in any way with either a railroad or other large corporation.

Respectfully, STANLEY W. MARTIN, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO JAMES F. CORK.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Charleston, W. Va.

SIR: Please advise the department at the earliest practicable date as to whether James F. Cork, jury commissioner for the southern district of West Virginia (Charleston division), whose occupation is a lawyer, is regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

_____ _____,
Acting Attorney General.

DEPARTMENT OF JUSTICE,
UNITED STATES DISTRICT COURT, SOUTHERN
DISTRICT OF WEST VIRGINIA, OFFICES OF THE CLERK,
Charleston, W. Va., September 30, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: Replying to your favor of September 27, 1912, in reference to James F. Cork, jury commissioner at Charleston, you are advised that Mr. Cork has never had any practice either of permanent employment or incidentally with railroads or other corporations. His practice has always been confined to real-estate matters locally in this county and among individuals as clients.

Yours, very truly, EDWIN M. KEATLEY, *Clerk.*

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[Carbon copy for the files.]

MAKING INQUIRIES AS TO JOHN F. DOHERTY AND CARL L. WILSON.

DEPARTMENT OF JUSTICE,
September 26, 1912.

CLERK UNITED STATES DISTRICT COURT,
Madison, Wis.

SIR: Please advise this department at the earliest practicable date as to whether John F. Doherty, jury commissioner for the western district of Wisconsin (La Crosse division), and Carl L. Wilson, jury commissioner for said district (Superior division), whose occupation is that of a lawyer, are regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which they are connected.

Respectfully,

_____ _____,
Acting Attorney General.

OFFICE OF THE CLERK,
DISTRICT COURT OF THE UNITED STATES,
WESTERN DISTRICT OF WISCONSIN,
Madison, October 2, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: Replying to your communication of the 26th ultimo, initials J. J. G., A. G. M., H. A. F., and E. M. K., have to advise that Mr. Carl M. Wilson, jury commissioner for the western district of Wisconsin (Superior), informs me that he is not regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

F. W. OAKLEY, *Clerk.*

OFFICE OF THE CLERK,
DISTRICT COURT OF THE UNITED STATES,
WESTERN DISTRICT OF WISCONSIN,
Madison, October 1, 1912.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: Replying to your communication of the 26th ultimo, initials J. J. G., A. G. M., H. A. F., and E. M. K., have to advise that Mr. John F. Doherty, jury commissioner for the western district of Wis-

consin (La Crosse), informs me that he is not regularly retained or employed by any railroad or other large corporation likely to have litigation before the court with which he is connected.

Respectfully,

F. W. OAKLEY, *Clerk.*

Mr. SIMPSON. You wanted to ask Mr. Tracy some questions, Mr. CLAYTON.

Mr. Manager CLAYTON. Yes.

Q. (By Mr. Manager CLAYTON.) Mr. Tracy, Mr. Simpson made some references to the way in which you got your knowledge of the vocations of these 19 lawyers, or these 17, that you say you ascertained not to have any connection or affiliation with railroads, and on Saturday you produced here this paper, marked "U. S. S. Exhibit GG." You made up that paper, and your testimony predicated upon that paper is derived from the same source of knowledge, to wit, from letters from clerks of courts, that the testimony you have given this morning is derived, is it not?—A. Yes, sir.

Mr. Manager CLAYTON. That is enough.

Mr. SIMPSON. That is all.

Mr. MARTIN. We will now call Mrs. R. W. Archbald.

TESTIMONY OF ELIZABETH C. ARCHBALD.

Elizabeth C. Archbald, being duly sworn, was examined and testified as follows:

Q. (By Mr. MARTIN.) You are the wife of the respondent, Judge R. W. Archbald?—A. I am.

Q. What was your name before you were married?—A. Elizabeth Cannon.

Q. You are a relative of Henry W. Cannon, are you not?—A. I am.

Q. State what relation, please.—A. Mr. Cannon's father was my father's only brother.

Q. So that you and Mr. Henry W. Cannon are first cousins?—A. We are.

Q. How intimately have you known Mr. Henry W. Cannon?—A. We have been associated more or less all our lives; brought up together; and we have been very closely associated all our lives.

Q. Does that intimacy continue to the present time?—A. It does.

Q. Mr. Cannon generally lives in New York, does he not?—A. His home is in New York.

Q. And your home is in Scranton, Pa.?—A. Yes.

Q. Have you and Mr. Henry W. Cannon visited frequently or not?—A. We have.

Q. You at his house?—A. I have been.

Q. Have you ever taken any trips in company with him or his family, or any members of his family?—A. I have.

Q. How frequently, Mrs. Archbald?—A. Well, within the last 12 years we have been with Mr. Cannon on several excursions; four or five, I think.

Q. Prior to that time do you know anything about Mr. Cannon's business engagements, or his attention to business?—A. Not definitely. I know he was a very busy man for a great many years, 25 or 30 years; that he was very much occupied.

Q. Can you state whether or not about 10 or 12 years ago he began to release the attention to business which theretofore had occupied him?—A. He did.

Q. What trips have you taken with him in the last 10 or 12 years?—A. Do you wish the dates?

Q. No; I am not particular about the dates. Give us the incidents, if you please; the places where you went.—A. We went to Chicago and took a lake trip with him, on a lake steamer; and to Bar Harbor, on a yacht; and one summer my daughter and myself were with him on the Sound, on a houseboat.

Q. Do you mean Long Island Sound?—A. Long Island Sound. Then, I think, the next trip was the Italian journey.

Q. The Italian journey is the one you took in 1910?—A. It is.

Q. Do you remember how that trip came about?—A. Mr. Cannon had this place near Florence that he was always very anxious for me to see. He spends every spring there; he has for the last 10 or 12 years; and for a good many years we had talked of going over and visiting him there, and in 1910 the time seemed promising, and he asked us to go, and we went.

Q. How was the invitation extended?—A. To me personally.

Q. By letter or telegram?—A. By letter.

Q. I show you a letter dated March 20, 1910, and ask you if that is the letter extending the invitation to take the trip to Europe in 1910?—A. (After examining.) Yes; it is.

Q. Will you hand it to the Secretary to be marked.

Mr. Manager CLAYTON. Let us see it, please.

(The letter was examined by the managers on the part of the House.)

Mr. MARTIN. The managers having read the letter we now offer it in evidence and ask to have it read.

The Secretary read as follows:

[U. S. S. Exhibit JJ.]

NEW SMYRNA, FLA., *March 20, 1910.*

DEAR ELIZABETH: For several years I have hoped the time would come when you could go to Italy with me for a visit at my place there. I appreciate that Judge Archbald can not leave his work, and I understand that you would not wish to leave him at home; but it seems to me if he can not leave his duties he would not object to your going abroad for a short trip, provided you could take Hugh or some lady companion. If Hugh could be detached for, say, 75 to 80 days from present work, a trip to Europe would add to his knowledge. I have found it very useful for Harry. Now, I have my room on the steamer of Hamburg-American Line sailing April 16 for Cherbourg. It's a very big, modern, slow boat, with every comfort, and so large few people ever suffer illness. If you and Hugh, or any companion you select, can go with me as my guests from New York to Europe and back to New York, to be gone, say, 80 days, returning in July, it would be a great pleasure to me. We would stay a couple of days in Paris and go to Florence to my place there, and little journeys would be made in Italy. Then if you and whoever was with you wished to travel a bit before returning, it would be arranged. You need not feel any responsibility about travel. There are many things, however, that you would wish to see that I have seen or do not care to, and you would be with your companion, independent to go about and still have my place as home. If Hugh can not go, perhaps Mrs. Lathrop or one of Rob's girls might; or you may have some other friend to take with you. You can with perfect propriety ask who you choose to go as your guest and you both will be my guests. It is a simple matter. I have extended this same invitation to others, who accepted and enjoyed the trip. It's not necessary to go into details with anybody except, of course, Judge Archbald. If he could go, that would be better yet. Think this over seriously. It seems to me this is the time for you to go abroad and store away in your mind the things you will see and enjoy to remember as years go by. I have found that one can do things if they "take the time by forelock" and just do them. I shall be in New York at my house on evening of 3d April and stay there until I sail. I will write my secretary to see what can be done about rooms on the ship, so in case you can go they can be reserved. I do hope you will arrange it.

Yours, faithfully,

H. W. CANNON.

Q. (By Mr. MARTIN.) Mrs. Archbald, what was done by you with reference to the invitation thus extended?—A. I talked it over with Mr. Archbald and urged him very strongly to go. He consulted with friends in regard to his going, who urged him also, and finally he decided that he would go, and I wrote Mr. Cannon to that effect.

Q. You did not, of course, keep a copy of that letter?—A. I did not.

Q. (Producing letter.) I show you a letter dated at Cocoa, Fla., March 29, 1910, and ask you if that was the next communication which was received by you or Judge Archbald from Mr. Cannon with reference to the European trip?—A. (Examining letter.) So far as I know, it is.

(The letter was handed to the managers.)

Mr. MARTIN. We offer this letter in evidence.

The PRESIDENT pro tempore. Without objection, it will be read.

The Secretary read as follows:

[U. S. S. Exhibit KK.]

(Ten Wall Street, New York.)

COCOA, FLA., *March 29, 1910.*

MY DEAR JUDGE: I have yours of 25th March and sent you a telegram. I am very glad you can accept my invitation on your own account and on Elizabeth's and mine. There will be no formality. Although guests of mine, you both are expected to have a good time in your own way with freedom in all things. About clothes, I usually wear on shipboard winter flannels and outer clothing, and thick overcoat or ulster, none of them new. I find "fall underflannels" about the thing until last of May anywhere in Europe, and you will need very few thin clothes, unless the season should prove exceptional. I usually take a couple of my last-summer suits, ordinary dark suits. I wore full dress twice last season. What we call tuxedo coat is used a great deal; some wear it on shipboard, but I am old-fashioned and stick to old clothes on ship as a rule. You could use a silk hat in Paris, but it's not necessary unless you expect to pay visits of ceremony. You can always buy a hat if needed. Take all the luggage you need; it's no trouble to me.

I am leaving for New York Friday; shall arrive there Sunday afternoon. As I telegraphed you I have wired my secretary to secure stateroom for you. I shall put you both in one room and look forward with pleasure to our trip together.

Yours, very truly,

H. W. CANNON.

Q. (By Mr. MARTIN.) Mrs. Archbald, who was the person designated as Hugh in the first letter?—A. My youngest son.

Q. Who was the Miss Lathrop?—A. A cousin of mine.

Q. By the way, how old was Hugh?—A. Twenty-nine.

Q. He is the one who was referred to as the friend of Mr. Cannon's son Harry?—A. I think he must have been. I do not recall just what you refer to.

Q. I refer to a sentence in the letter of his, if I correctly remember it. Who was the Rob referred to in the letter?—A. My brother.

Q. And the girl would be one of his daughters?—A. One of his daughters.

Q. Then there was another person referred to, Miss Lathrop. Who was she?—A. My cousin.

Q. After the receipt of this letter of March 29, did you have any further correspondence with Mr. Cannon with reference to

that trip?—A. I presume so, but I could not say positively. I doubtless did.

Q. (Producing letter.) I show you a letter dated April 5, 1910, and I ask if you recollect whether that was the next letter which was received by your family with reference to that trip?—A. (Examining letter.) I could not at all tell whether it was the next letter, but it was a letter that was received.

(The letter was handed to the managers.)

Mr. MARTIN. We offer this letter in evidence.

The PRESIDENT pro tempore. Without objection, it will be read.

The Secretary read as follows:

[U. S. S. Exhibit LL.]

(H. W. Cannon, 10 Wall Street, New York.)

APRIL 5, 1910.

MY DEAR JUDGE: Upon returning here Sunday night from the South I found your letter of March 29, and this morning I have yours of April 4. Please say to Elizabeth that I finally received her letter in Florida just before leaving for the North, or I should have replied to it before this.

I was under the impression I had given you the name of the ship in one of my letters to you. I think you will find that her name was given in my secretary's letter to Elizabeth. The name of the ship is *Kaiserin Auguste Victoria*, of the Hamburg-American Line, sailing at noon on April 16. I have tickets for you both for an excellent room, No. 236, on what is known as the lower promenade deck. My room is also on the same deck. I will hand you or Elizabeth the passage tickets on Thursday or Friday, together with labels for your baggage.

I think you are wise in taking quite a full supply of clothing, and upon consideration I think it may be well for you to take a frock coat and silk hat, as very likely they may be useful. Perhaps it might be wise to put a Tuxedo suit in your steamer trunk.

In reply to your inquiry, a letter of credit issued by any of our solvent banks or trust companies or express companies will answer your purposes.

You can make arrangements to have your mail forwarded through the bank in London on which drafts are drawn on account of your letter of credit, if desired. I suggest, however, that you use my address in Florence for your family and friends. Letters addressed as follows will reach you when in Florence, and, of course, will be promptly forwarded by my people at La Doccia:

"Care of H. W. Cannon, Villa Doccia, Fiesole, Florence, Italy."

I presume you and Elizabeth will have at least two large trunks for hold of ship and two steamer trunks for your stateroom, together with other small luggage. I will send the baggage that goes into hold over to the ship on Saturday morning. The wagon will call at the Chelsea soon after 9 a. m. (about 9.15 in the morning). I suggest that you and Elizabeth arrange for a small omnibus to take your steamer trunks and luggage down and across Twenty-third Street Ferry to the Hamburg-American pier, from which the ship will leave. By this arrangement you both will be independent as to time of starting, and you can easily find your way to the stateroom. I very likely will arrive a little late, as there are sure to be matters requiring my attention just before I sail.

All the necessary arrangements on board the ship have been made for seats at table and for deck chairs. The ship is one of the largest afloat and has a great many modern conveniences. It is a slow ship in spite of its great size. Many people who are not good sailors are able to cross in this large, slow ship in great comfort.

Yours, very truly, H. W. CANNON.

Q. (By Mr. MARTIN.) Did you make arrangements to take the trip, and did you take the trip, Mrs. Archbald?—A. I did.

Q. Do you remember the date of sailing?—A. I am afraid I can not. April 16, it strikes me.

Q. April 16, 1910?—A. 1910.

Q. You remember how long you were gone on the trip?—A. I think we came home the second week in July.

Q. Of that same year?—A. Yes.

Q. Had you ever been to Europe before?—A. I never had.

Q. Had the judge been to Europe before, to your knowledge?—A. He had not.

Q. So that this was the first trip for both of you?—A. It was.

Q. Was there any special reason why you preferred that the judge should go with you?—A. Yes.

Q. Will you tell us briefly what it was?—A. It has been very difficult for a long term of years for me to go about alone, and Mr. Archbald could, of course, be of more assistance to me and make the journey much more comfortable for me than any other person possibly could. At the same time I would be less care to Mr. Cannon.

Q. Without going into the particulars, several years ago you had quite a severe illness?—A. Yes.

Q. And since then you have more or less depended upon the ministrations of your husband, Judge Archbald?—A. Yes, I have.

Q. So that was one of the particular reasons why you preferred that he should make the trip with you, rather than other members of your family?—A. It was a very strong reason. I was very anxious that he should have the pleasure; and, of course, it added to my pleasure as well as my comfort that he should go with me.

Q. Was there anything unusual in the invitation which you accepted from Mr. Cannon?—A. There was not.

Mr. MARTIN (to the managers). Cross-examine.

Mr. Manager NORRIS. That is all.

Mr. Manager CLAYTON. We have no questions to ask.

Mr. SIMPSON. Judge Archbald, will you take the stand, please?

TESTIMONY OF ROBERT W. ARCHBALD.

Robert W. Archbald, having been duly sworn, was examined and testified as follows:

Q. (By Mr. SIMPSON.) When and where were you born?—A. I was born in Carbondale City, Pa., about 16 miles from Scranton. I went to Scranton when I was a boy about 8 years old, and I have lived there ever since.

Q. When were you born?—A. I was born on the 10th of September, 1848, being now in my sixty-fifth year.

Q. When were you admitted to the bar?—A. In September, 1873.

Q. And when did you first go upon the bench?—A. I am beginning to-day my twenty-ninth year as a judge.

Q. Will you tell us, please, of what courts and what length of time in each court, very briefly?—A. I was elected to the State court as additional law judge of the forty-fifth judicial district of Pennsylvania in November, 1884, and I became president judge of that court by seniority of commission about three years afterwards. I was reelected to the same position for another term of 10 years in November, 1894, and I was serving in that capacity when the middle district of Pennsylvania was newly created, and I received the appointment of district judge of that district as a recess appointment by President McKinley in March, 1901. I was confirmed by the Senate, my name being sent in by President Roosevelt in December following, and I remained in that position until I was appointed to the Commerce Court in December, 1910, being confirmed by the Senate in January, 1911. I was sworn in on the 1st of February, 1911, and I have since been in that position.

Q. What was the size of the middle district of Pennsylvania?—A. There are 32 counties in the middle district of Pennsylvania, the majority of them taken from the western district and a few taken from the eastern district. Together they comprise probably one-half or nearly one-half in extent of the territory of the whole State.

Q. What did your family consist of at the time you were Federal judge and what were the ages of its members?—A. I had my wife and three children; My oldest son, who is here before the Senate, my daughter, and my younger son.

Q. Will you tell us just briefly what their ages were in 1901?—A. In 1901?

Q. Yes; in 1901, when you first went on the district bench, and tell us what their ages are now?—A. My oldest son was 35 and my daughter was 33, or nearly 33, and my youngest son was going on 30.

Q. When was it that they were these particular ages?—A. When I took my position as Federal judge.

Q. You mean in 1901?—A. In 1901.

Q. That is 11 years ago?—A. Yes.

Mr. SIMPSON. Your son says you are 10 years off on time, and I should judge from his looks that that is probably so. [To the witness:] How long have you known Edward J. Williams?

The WITNESS. I have known him for some time in a general way; I suppose a dozen yaers.

Q. How long prior to the time of the beginning of the negotiations for the Katydid culm dump did he come to your office?—A. Possibly beginning a couple of years before that he would come there, I should say, once in a while He might come there once in a couple of months, perhaps.

Q. And after these negotiations commenced how often would you see him?—A. He would come there as much as once a week.

Q. When did you first see the Katydid culm dump?—A. I first saw the Katydid culm dump long after these proceedings had been begun, in August of last summer.

Q. You mean August, 1912?—A. Of 1912.

Q. Will you tell us, please, as succinctly as you can, all that happened so far as you were concerned in relation to that dump?—A. Some time in the early spring of 1911 Mr. Williams came to me and spoke about this Katydid culm dump. He mentioned the fact that there was a sort of double or confused interest; that it had been made in the operations of Messrs. Robertson & Law; that Mr. Robertson and Mr. Law (Mr. Robertson succeeding to the firm) had secured title in it; that there was also a claim of title by the Hillside Coal & Iron Co., under whom Messrs. Robertson & Law had operated. He thought that Mr. Robertson would give an option upon it, and that if an option could also be secured from the Hillside Coal & Iron Co. that would unite both or all interests and the property could be sold and something made out of it. He stated that the dispute between Robertson and the Hillside Coal & Iron Co. had been submitted to counsel for the Hillside Coal & Iron Co., Mr. Willard, who is now dead, and that Mr.

Willard had sustained the claim of Mr. Robertson. He said he thought that Mr. Robertson's interest could be procured for $3,500, and an option obtained on that. Later on he informed me that Mr. Robertson was prepared to give an option for that amount verbally.

Then, the matter of securing the Hillside Coal & Iron Co.'s interest came up. I think I first talked with Capt. May over the telephone with regard to it and asked him about it. I received sufficient encouragement from him, although I can not tell exactly what he said upon that occasion, to address a letter to him. My impression is that he suggested that I should address a letter to him for the purpose of bringing the matter to a head. I accordingly did write a letter asking him whether the Hillside's interest could be purchased and at what price. That letter has been produced here and offered in evidence. I think that was not sent through the mail, but that Mr. Williams took it, and the reason of that was for the purpose of getting a speedier answer with regard to it. That is my remembrance now. In response to that letter and what immediately followed after that I do not remember with perhaps as much clearness as I ought, but I do know that I talked with Capt. May about it two or three times. I understood from him that the matter would be disposed of at a subsequent date when Mr. Richardson, the vice president of the company, was to be in Scranton and was going to look over the property. The date which he fixed came and I did not hear anything from him. I frequently met Capt. May on the streets of Scranton, because he lives within a block of where I do—above me—and goes back and forth to his business by my house. My remembrance is that I did meet him in that way and asked him about the conclusion of the matter. It dragged on, however, for some time without anything definitely being said about it.

Q. Just go on, please.—A. In July I was going down to New York. I was assigned by the chief justice to assist in the trial of criminal cases in that city, and I spent practically all of July in attendance on those duties. Mr. Williams, in talking over the submission of the question of the conflicting interests in this dump to Judge Willard had also spoken, as I remember, of the matter having been passed on to Mr. Brownell, counsel of the Erie Railroad and of the Hillside, in New York City. I had met Mr. Brownell in May of last year when there was argued before the Commerce Court what is sometimes spoken of as the Sugar Refinery case and sometimes spoken of as the Lighterage case. My remembrance is that, acting upon that idea, which Mr. Williams had stated, and the matter dragging along considerably without any definite answer from Capt. May, I concluded to see whether I could expedite in any way the disposition of the case.

Q. Before you go any further, I want to fix two items right at that point, if I can. Did you say anything to Mr. Brownell about the matter at the time you got acquainted with him in May?—A. Not at all.

Q. Did you know at that time that Mr. Willard's opinion had been passed on to Mr. Brownell?—A. I could not say. I really do not know. I think I had, because I think that was mentioned at the same time by Mr. Williams that he spoke of Judge Willard having given an opinion upon the subject.

Q. Just go on and take up the story where I interrupted you. I wanted to fix that point.—A. Mr. Robertson was getting restive. There was no definite arrangement with Mr. Robertson except verbally at that time. He had said that he would take a definite sum, but still I was anxious to have the matter brought to a head in some way. I therefore wrote to Mr. Brownell asking for an appointment in New York. That appointment was made, I think fixed by letter, for the 4th of August, that being the day I was to be in New York in attendance upon my duties in regard to the trial of the cases there. I saw Mr. Brownell upon that date at his office and I told him—if you wish me to go on——

Q. Just go right on, please.—A. I told Mr. Brownell as the reason for coming there that there was this conflict of title about the Katydid dump. Of course, I mentioned first that I had come there to see him with regard to the Katydid dump; that I had asked Capt. May whether the Hillside Co. was willing to sell its interest, and that it seemed difficult to get a response from him. I wanted to see whether the matter could be expedited in any way. I told him that I understood the diversified titles and the complicated titles or interests had been submitted not only to Judge Willard, the local counsel, but also had been submitted to him. I gave that as the reason for coming to see him. He told me that he himself had nothing to do with that, and also that it was not so about his having passed upon the title, but that the matter was to be disposed of by Mr. Richardson, the first vice president of the company, I think. I was not acquainted with Mr. Richardson. He said he would introduce me; and he did take me to and introduced me to Mr. Richardson. I then had a conversation with Mr. Richardson somewhat similar to that which I had with Mr. Brownell. I told him at the outstart that I was not there to try to do anything over Capt. May's head; that I recognized that the matter was to be disposed of by what Capt. May would recommend; that I did not come there to influence the decision with regard to it, but simply to expedite it and try to get the matter brought to a conclusion; that the matter had been brought up to Capt. May some time in March, it was then August; and that if the property was going to be disposed of I should like to know it, and if it was not going to be disposed of I should like to know it. That was the substance of the conversation that I had with Mr. Richardson.

Q. Then what happened after that in regard to the matter?—A. Mr. Richardson said, as I remember, that he would take it up again with Capt. May, and that there would be some disposition of it one way or the other. Whether I went back and thanked Mr. Brownell or whether I saw him again on that occasion I do not quite remember. I think very likely that I went back to his office and said "good day" to him, and there may have some things passed between us there. Then I went home. About three weeks after that Capt. May was going by my house. I met him. He stopped me and he said that the company had practically decided to sell their interest.

Q. Where, relatively to your house, does Capt. May live?—A. He lives a block and a half, I may say, above my house in Scranton.

Q. And does he pass your house in going to and from the railroad?—A. I think I have already stated that he frequently goes by my house; I should say every noon. I think it was about at the noon hour that I met him.

Q. Go on, then, and take the story up, please.—A. He told me that I should send Mr. Williams to him. I got hold of Mr. Williams and sent him up. Mr. Williams brought back from there the letter which has been put in evidence, in which Capt. May said he would recommend a sale at $4,500 of the interest of the Hillside.

Q. That is Exhibit No. ½, page 139. What was done after that?—A. The next thing was to get Mr. Robertson's option in proper shape so that the whole property would be within the control of Mr. Williams and myself. Mr. Williams brought Mr. Robertson to my office. I there drew up the agreement and had Mr. Robertson sign it, in which he gave an option for $3,500 on the interest of Robertson & Law in the Katydid dump. I think the option was to run for 60 days. I witnessed that option. That option is in my handwriting.

Q. What became of it after it was executed and witnessed?—A. It was given to Mr. Williams.

Q. Go on, please.—A. Well, after that came the question of disposing of the Katydid dump. The very first thing I asked Mr. Williams when he came with the Katydid dump to me was with regard to the possibility of disposing of it. I wanted to know what could be done about it. He suggested several parties who would be likely to be interested to buy. Among others, he spoke of an electric-light company in Pittston, a city about 9 miles from Scranton, and the electric railway there. He also spoke of what we know as the Laurel Line, of which Mr. Conn is the manager. The next thing, I think, he told me was that he had been to see Mr. Conn, and that he had an appointment with Mr. Conn to take him up to the Katydid culm dump, which was about a mile, I think, from a little station called Moosic, on the Laurel line. It was a hot July day—no; it must have been in September when that happened. I did not go along. He reported that he had taken Mr. Conn there; that they had had a discussion over it, and that nothing had been arrived at. Later on I saw Mr. Conn myself. He told me that Mr. Williams's ideas with regard to the value of the dump were very much exaggerated, and that he did not believe that he could make any deal or make any arrangement with Mr. Williams; that possibly he and I could talk it over with success. I then fixed a time when Mr. Williams and Mr. Conn could be together at my office. They came to my office and we discussed it. Mr. Conn said that he would not be willing to make any arrangement about buying the dump except upon a royalty basis; that he might be persuaded to do that. We talked over the question of what royalty he would be willing to pay, and I told him that I had understood that he had offered some 41 cents, I think it was, for a culm dump at Richmond Dale, that I knew of. He acknowledged that, but he stated that that was a better dump. It was finally suggested that 30 cents possibly would be what he would be willing to pay. He also said that he would recommend a cash payment on account of the royalties. The final outcome of our talk there was that I should submit a proposition to him in writing embodying our talk; and that I did. That letter, I think, has been produced here and put in evi-

dence. I offered, then, on behalf of Mr. Williams and myself, to sell him the Katydid dump on a royalty basis of 30 cents a ton, and he was to pay down $10,000.

Q. What followed the sending of that letter?—A. I had one or two more talks with him. I forget just when. I remember, however, going to his office in the Laurel line station and talking there with him about it, when he told me that, after talking the matter over with the president, I think, of the company, he had concluded that they had got to be at some expense in connection with handling this dump and that they were not willing to pay more than 27½ cents. He thought, however, that at that figure the transaction could be put through. After talking the matter over with Mr. Williams, I saw Mr. Conn again and agreed that we would dispose of it upon that basis. Then a contract was drawn up. I drew the contract, and I think that also has been put in evidence.

Q. There is a contract here, Exhibit 22, dated —— day of December, 1911, by and between yourself and Mr. Williams and the Erie & Wyoming Valley Railroad Co. Is that the one to which you refer?—A. Yes.

Q. That is found on page 288.—A. I drew that agreement in accordance with the conversation which Mr. Conn and I had had, and involving also some details—I have not mentioned all—that were necessary in order to make a working agreement. I sent that to Mr. Conn to look over after I had drawn it up. I arranged in that agreement, as you will see, that Mr. Williams's interest should be paid to him separately and that my interest, which was one-half, should be paid to me separately. Then we met together upon the specified time, or at least I think I then notified Capt. May either by telephone or by letter—I am not sure which—with regard to this disposition. In the letter in which Capt. May said that he would recommend selling this property, or their interest, for $4,500, he had said that the purchaser must be acceptable to his company. Therefore I felt called upon, of course, to notify him to see whether the Laurel line would be acceptable. I found out from him that the company would be acceptable to him. I think Mr. Conn had also himself seen Capt. May and found that that was the case.

Then we met to close the matter at the office of Mr. Conn's attorneys, Messrs. Welles & Torrey, and also, I think, prior to that at Judge Knapp's office, Judge Knapp representing the Hillside. I guess there was where we first went before we went to Messrs. Welles & Torrey, because when we came to discuss the matter there at Judge Knapp's we found that I had relied a little too much upon things straightening themselves out in a way that they did not do. I found that all that the Hillside Coal & Iron Co. would agree to dispose of was the interest of the Hillside Coal & Iron Co., and that they particularly would make no assurance with regard to the interest of the Everhart estate or the Everhart heirs. That is a very complicated matter, but if you desire me to do so I will go on and explain about it.

Mr. SIMPSON. Just let us know was that the first you knew of the complications in the title?

The WITNESS. Well, I can hardly say that was the first I knew of the complications of the title. It was the first time I realized that there were complications with regard to the Everhart interest in the title that might prevent a sale, and which eventually did prevent a sale.

Q. What did you do, if anything, in the endeavor to straighten out those complications that you then became acquainted with?—A. As I say, the Hillside would only dispose of their interest, and Messrs. Welles & Torrey immediately said that the Everhart interest was of such substance that they could not recommend a sale with that understanding unless it was taken care of in some way. There were two or three ways suggested of taking care of it, but none of them seemed to be practicable. The matter then was dropped practically for the time being in an effort to see what could be done to obtain the Everhart interest.

If I might be permitted to explain my idea about closing this matter with the Hillside and in that way getting what I thought would be a sufficient title, I would make an explanation. It involves a little law as well as some facts. I knew that this culm dump had been made from a coal property which was jointly owned, one half by the Hillside Coal & Iron Co. and the other half by parties whom I will designate for the moment as the Everhart estate, or the Everhart interests generally. The coal had been mined by the Hillside under an arrangement—I did not find out the particulars of that until we were together at Judge Knapp's office in which that was stated—and the Hillside Coal & Iron Co. had mined out, as coowner with the Everhart estate, accounting to them for their portion of the property entirely on a royalty basis, paying the Everhart people a half royalty, or a royalty on half of the quantity, whichever you please. That had been going on, as I understand, since 1874, without any definite writing or any lease. It all depended upon a letter written by Mr. Edward P. Darling, long since dead, to the Hillside Coal & Iron Co., and that letter had been lost. It is upon that insecure basis that the whole matter of the Hillside's operations rested. The Hillside, on the other hand, had undertaken to lease a part of this property with also a portion of an adjoining property, in which the Everharts had no interest, to Robertson & Law, also on a royalty basis; and Robertson & Law had paid royalty to the Hillside Coal & Iron Co., and the Hillside Coal & Iron Co. had accounted for that royalty as I understand to the Everhart people for their share. That had been going on for some time, until the breaker of Robertson & Law had burned down. The Robertson & Law had also at that time, I believe, a washery, and were washing the Katydid culm bank under a similar arrangement.

To explain a little further about the legal matter, I assumed that the Hillside Coal & Iron Co. and Messrs Robertson & Law would have a right to dispose of this dump, regardless of the Everhart interests, if they were willing to do so; that is to say, Messrs. Robertson & Law in making this culm bank could have disposed of every ton of coal in it without any further accounting than they did make to the Hillside Coal & Iron Co. under their lease arrangement; and if they could do that when the coal was being mined, as a lawyer I concluded that they could do that even though they had put it aside temporarily in this dump, if you please, until they wished to disposed of it. I understood also that Robertson & Law had never abandoned their claim there; that even after the washery which they built had burned down, they kept their scales there, and from time to time had sold off a few tons of coal. To use the expression of the law, they "kept their flag flying there" and kept their claim. It was my idea that, so far as the Everharts were concerned, Robertson & Law having accounted for what we know as the larger sizes or prepared sizes to the Everhart interest, in the mining of the coal themselves they had full liberty, authority, and legal power to dispose of this refuse dump without further accounting to them; and if they sold their interest, if they sold the dump, they sold a clear title to it, or a clear title, except so far as Robertson & Law were concerned, and that title was in the option which Mr. Robertson had signed. But Messrs. Welles & Torrey did not look at it in that way, and, as I have said, they advised Mr. Conn that he would not be secure in taking the property without some further assurance with regard to the Everhart interest. I thereupon started in to see what I could do about getting in the Everhart interest.

Q. What did you do?—A. I found that the Everhart interest was quite a complicated one. They seemed to have divided it into twenty-fourths. The interest in the property of the Hillside was twelve twenty-fourths; there were six twenty-fourths undivided belonging to the E. & G. Brooke Co., of Birdsboro, Pa., which left six twenty-fourths, five twenty-fourths of which belonged, as I now recall, to James Everhart or the James M. Everhart estate. That estate was represented by a gentleman by the name of Heckel, a witness who has been here upon the stand. The other one twenty-fourth belonged, if I get the names right, to the John T. Everhart estate, and the John T. Everhart estate was divided up into ramifications which I am not at this time able to follow; but among others was the interest of Mrs. Holden, wife of Mr. C. P. Holden, who was a witness here on Saturday. I got Mr. Heckel to come to my office and I talked with him in regard to getting that interest. I offered him $500 for the Everhart interest which he represented, and I also wrote a letter to the E. & G. Brooke Co. offering them $500 for their interest.

Q. Did you keep a copy of that letter?—A. Mr. Heckel was to write to the different parties, with whom he was in communication, to see whether they would accept that offer. Mr. Heckel was, as I assumed, the proper party to do this, because it was to him that the Hillside Coal & Iron Co. paid the royalty which was due to the Everharts, or to that portion of the Everharts that he represented, and every month he sent around the checks to the different people, and therefore knew them and was in communication with them.

Q. Were your offers accepted?—A. The offers were not accepted. The Brooke people wrote me a letter—I do not know whether or not it has been offered in evidence; I have it here—under date of December 13, 1911, in answer to my letter.

Mr. SIMPSON. I will hand the letter to Mr. Manager CLAYTON, and while the judge is looking it over I will ask the witness what happened in relation to the Brooke matter afterwards.

The WITNESS. I got another letter from them.

Q. Have you that letter with you?—A. I did not write them again, but I got a second letter from them after they had looked into the matter, and that is the letter which I now produce.

Mr. SIMPSON. I will also hand that letter to Mr. Manager CLAYTON. Mr. President, I offer these letters in evidence and ask that they may be marked and read by the Secretary at this time.

Mr. Manager CLAYTON. There is no objection, Mr. President.

The Secretary read the letters, marked "U. S. S. Exhibit MM" and "U. S. S. Exhibit NN," respectively, as follows:

[U. S. S. Exhibit MM.]

(Edward Brooke, president; George Brooke, jr., secretary; Robert E. Brooke, treasurer. The E. & G. Brooke Iron Co. Manufacturers of basic, foundry, and gray forge pig iron, anchor brand iron and steel-cut nails, muck bars, scrap bars, skelp. All agreements are contingent upon strikes, accidents, delay of carriers, and other causes beyond our control. Prices subject to change without notice. Address all communications to the company.)

BIRDSBORO, PA., *December 13, 1911.*

Hon. R. W. ARCHBALD, *Scranton, Pa.*

DEAR SIR: We are in receipt of your favor of the 12th in reference to the six twenty-fourths interest we have in what is known as Lot 46, which is operated by the Hillside Coal & Iron Co., and in reply would state that we appreciate very much your offer of $500, and will take the matter up, and if the same appears interesting will advise you.

Very respectfully,

E. & G. BROOKE LAND CO.,
D. OWEN BROOKE,
Assistant Treasurer.

[U. S. S. Exhibit NN.]

(Edward Brooke, president; George Brooke, jr., secretary; Robert E. Brooke, treasurer. The E. & G. Brooke Iron Co. Manufacturers of basic, foundry, and gray forge pig iron, anchor brand iron and steel-cut nails, muck bars, scrap bars, skelp. All agreements are contingent upon strikes, accidents, delay of carriers, and other causes beyond our control. Prices subject to change without notice. Address all communications to the company.)

BIRDSBORO, PA., *December 22, 1911.*

Hon. R. W. ARCHBALD, *Scranton, Pa.*

DEAR SIR: In further reply to your favor of the 12th in reference to our interest in a culm bank in the neighborhood of Dupont, Pa., beg to state that if you would make us an offer of $2,000 cash and an additional consideration of 30 cents per ton for all sizes above pea which may be discovered in washing the same would be presented to the proper parties for consideration.

Very respectfully,

E. & G. BROOKE LAND CO.,
D. OWEN BROOKE,
Assistant Treasurer.

Q. (By Mr. SIMPSON.) Did any agreement follow the communications you had with the E. & G. Brooke Iron Co.?—A. I had no further communications with them, and no agreement was made. I did not pursue that. I was not prepared to pursue that until I had seen whether I could do anything with the other six twenty-fourths of the Everhart interest.

Q. Was anything done with the other six twenty-fourths interest?—A. There was nothing further done with the other six twenty-fourths interest.

Q. You have told us that Welles & Torrey had advised Mr. Conn that he could not safely make an agreement as to the Katydid culm dump unless these interests were obtained. What afterwards followed when you found that no arrangement could be made with these people?—A. I myself also felt that I would not be willing to go any further with the matter until there had been some arrangement made with the Everhart people. I did not want to sell to anybody a lawsuit, and I did not feel as though it would be treating them properly without endeavoring to make a settlement with them. These letters from the Brooke Co. were along in the middle of December. About the last of December I went South, into Florida, and was gone about a month. I came back along in the latter part of January, 1912. I do not remember just the succession of events following, but the matter lay in abeyance without anything particular being done. I had a general idea, if I may be permitted to say so, that if the Everhart interests could be taken care of, Mr. Conn would carry out his part of the arrangement for buying the dump; and along in March I went to see Mr. Conn. I think also I had been away before that, in Washington, attending some session of the Commerce Court. I went to Mr. Conn's office really to see just how the matter stood. There he showed me a letter, dated March 13, which had been written by Mr. Williams to him. I had not seen that letter. I knew nothing about the writing of that letter, and it was somewhat of a surprise to me, because apparently Mr. Williams was doing something behind my back. After talking the matter over with Mr. Conn, I said we would consider the agreement, or the tentative agreement, off, and he would not be bound by what we had said, and I did not want to be bound. That was the conclusion reached. I took back at that time the proposed agreement which I had drawn up along in November.

Q. I notice that that agreement recites it is between Mr. Williams and yourself and the Erie & Wyoming Valley Railroad Co. Mr. Conn testified that was a mistake in the title; that it was the Lackawanna & Wyoming Valley?—A. Yes; that certainly was a mistake in the title. In the hurry of preparing it I confused the name of the Laurel line, which I am not quite sure of now, because we all speak of it by that term, with another railroad there which is called the Erie & Wyoming, which was pretty nearly on the same parallel with the Laurel line.

Q. Was anything ever done with Mr. Conn in regard to the matter after the interviews about which you have testified?—A. No.

Q. Now, there appears in evidence here an option dated April 6, 1912, Exhibit 26, page 357, given to Thomas Jones—an option on the Katydid culm dump for 10 days for $25,000. What knowledge have you in regard to that option?—A. I drew that option; at least I dictated that option to my stenographer in my office. Mr. Williams brought Mr. Jones to my office. The talk between him and Mr. Jones and me there was that Mr. Jones would like the property and was willing to take the risk of the title. That was the particular point, and that is the reason why the option was framed in the particular form in which it was framed. On the 1st of April the anthracite coal miners went on a suspension, coal began to be very scarce, and there was a good deal of scurrying around to get hold of such things as these culm dumps. I knew of Mr. Jones being active in the sale and disposition of such dumps. I also had heard of others, so that I realized somewhat how Mr. Jones came to be there upon that errand. The price was discussed between us. I think Mr. Jones came in twice. I think he had been in my office a few days before this option was drawn and that a price was talked over of $23,000, but when the option was drawn it was fixed at $25,000. In order to meet the Everhart interest, which, as I say, I felt ought to be protected in some way, Mr. Jones advanced the idea that he would put one-quarter of the purchase price in the bank to the credit of the Everharts, and in case they established their title to it it would go to them. That was one suggestion made. I think after considering that I was not willing, I did not feel as though that would be the way to dispose of it, and therefore the final arrangement was that Mr. Jones in this option was simply to get the interest or the title that Mr. Williams had by virtue of the two options which he held; and you will see, if you will examine it, as I remember it, that the option is framed with that distinctly in view—that he was to take the risk as to anything and to get in the Everhart interest if that became necessary.

Q. At the time that option to Jones was dictated who was present?—A. When we had talked over the form of the option I called in my stenographer, by a bell call, and she came in and I dictated it. Whether Mr. Jones and Mr. Williams were present during the immediate time it was being dictated I do not know. Very possibly they went out into the hall or the corridor adjoining my office and were there. I could not say about that. I have no remembrance about it. It is very possible; it is very likely.

Q. After the option was drawn what was done with it?—A. It was read over and Mr. Williams signed it, and, as I say, it was put in the particular form—I did not join in that option——

Q. I understand that. Go on.—A. I did not join in that option, because the understanding with Mr. Jones was it was simply what Mr. Williams had said that he took.

Q. And what was done with the paper itself after its execution?—A. It was delivered to Mr. Jones.

Q. What became of it afterwards?—A. I never heard, except in the most general way. I did not hear it was accepted. Almost immediately following that I was called down here to attend a session of the Commerce Court, and was here for some 10 days, I should say, in attendance upon the court. I think I came down here on the 8th of April and that I did not get back home, in Scranton, until about the 20th.

Q. Who was with you down here during that time?—A. Mrs. Archbald was with me all the time except the first two days.

Q. And you stopped at what hotel?—A. I stopped the first two days, when I was by myself, at the Hamilton Hotel. When she came we took rooms at the Grafton.

Q. What knowledge had you of the attempt to sell the dump to Mr. Bradley?—A. I had no knowledge whatever. I never had seen Bradley. I knew him by name, because he has been successful in culm dumps and because of his success in handling them that way, but I never had seen him, and I never heard of

the proposed sale to him until that was brought out in the hearings in May before the Judiciary Committee.

Q. Then I may assume, may I, that you knew nothing of the letters and draft of agreement, and so on?—A. Absolutely nothing.

Q. And I may assume, also, that you knew nothing of Capt. May's recalling that agreement and the memorandum he made in regard to it?—A. Absolutely nothing.

Q. What knowledge had you of the visit of Mr. Holden to Capt. May on April 11, 1912?—A. None whatever.

Q. And what knowledge had you of the notice given by Mr. Holden and Mr. Heckle and Mr. Bevan to Capt. May and to Robertson & Law?—A. I never heard of it until it was brought out in the hearings before the Judiciary Committee.

Q. And is that true, also, of the notices given by Mr. Saltonstall and Mr. Rice Taylor?—A. It is.

Q. Mr. Williams testified that he wanted to sell the dump to Bradley, but that you did not, because you thought you could get more for it later on. What is the fact in regard to that?—A. The only thing I can think of that that may possibly refer to is this: I should say that happened some time this summer. I remember that Mr. Bradley and Mr. Williams came to my office some time along during the summer.

Q. Of what year?—A. Of 1912. I should say along in July. Of course that was after the hearings before the committee had been completed. That was the first time I had seen Mr. Bradley in Scranton. I had seen him, of course, when he was testifying here before the Judiciary Committee. Mr. Williams brought Mr. Bradley there and the suggestion was made that Mr. Bradley would buy the property, and I deprecated that, because it could not be done unless the Everhart interest was taken care of, and that interest had not yet been obtained. And I told Mr. Williams at that time that there would be no loss upon it, because the values of these culm dumps were not depreciating and might possibly be more if he waited than they were at that time. I think that is the only explanation I can give.

Q. What knowledge had you of the value of the Katydid culm dump?—A. Personally I had none. I knew in a general way what section of the country it was, because I am pretty well familiar with the surroundings; but I actually never had seen it, and found that it really was located somewhat differently from what I had supposed. I am no expert on culm dumps. I had no idea what the value was. I got my idea only from what others said about it.

Q. You said you did not see the dump itself until the summer of 1912?—A. Until some time in August, the latter part of August, of this last year.

Q. That was when this matter was pending before the Senate?—A. After the present articles had been preferred to the Senate.

Q. Then I will ask what knowledge you had, if any, as to the quantity or quality of the coal in the dump prior to that visit?—A. I had no actual knowledge. Of course, the matter had been discussed as to how much there was in the dump. I had talked that over with Mr. Conn, and Mr. Conn had told me what estimates he had and what he believed there was in the dump. My remembrance is that he spoke of something like forty-five thousand to fifty thousand.

Q. Was that during the conversations when you were endeavoring to sell it to the Laurel line?—A. Yes.

Q. That was the first knowledge you had of any figures in regard to it?—A. I will not say that, because Mr. Williams had talked about it. Mr. Williams had a very much larger idea about it, but I learned from Mr. Conn, and I think also from Mr. Williams, that Mr. Williams had tried to persuade Mr. Conn that there was very much more in there than Mr. Conn was willing to believe, and tried to get Mr. Conn to make a cash offer, first wanting him to pay $25,000 for it and subsequently coming down to $18,000, without Mr. Conn being willing to close it.

Q. It has been testified here that at some time prior to the visit you made to Mr. Richardson in New York Mr. Richardson had concluded that he would not sell the culm dump. What knowledge had you of that?—A. I had not any knowledge of that. I had not heard definitely what the Hillside Coal & Iron Co. were willing to do about it.

Q. Did you have any further communication with either Mr. Brownell or Mr. Richardson after that interview of August 4, 1911?—A. None whatever.

Q. What knowledge had either May or Richardson or Brownell as to your interest in the purchase of the dump?—A. In my very first letter to Capt. May, I addressed him in my own name, asking him to fix a price. I spoke to Mr. Brownell and Mr. Richardson in regard to the matter in a way that they must have known that I was interested, because I told, for instance, Mr. Brownell, that I was trying to get the conflicting interests together, and in that way avoid any question or controversy between the Hillside and Mr. Robertson.

Q. It appears in evidence here that at some time after the giving of the option by Mr. Robertson to Mr. Williams that option was recorded. What knowledge had you on that point?—A. I had none. It was absurd to record that, because the recording was only good as to the grantor in such a matter as that, and the grantor did not acknowledge it. It was acknowledged by the grantee. It was not acknowledged by Mr. Robertson, but somebody had procured Mr. Williams to acknowledge it and put it on record. That amounted to nothing.

Q. There has been offered in evidence a paper marked "Exhibit No. 7," page 157, which we have spoken of as the silent-party paper, dated September 5, 1911, and executed by Mr. Williams, in which he purports to assign to "William P. Boland and a silent party, whose name for the present is only known to Edward J. Williams, W. P. Boland, John M. Robertson, and Capt. W. A. May," a two-thirds interest in the Katydid culm dump. Will you please tell us what knowledge you had of the paper?—A. I never heard of that paper until it was produced before the Judiciary Committee. I would not have submitted to any such paper being drawn if I had had any notice of it.

Q. What knowledge had you of any claim of W. P. Boland to it at any time?—A. Mr. Boland's name was mentioned in this way by Mr. Williams, at the first part: He said Mr. Boland could sell—as I said a few moments ago—I had asked as to the ability to dispose of this, and Mr. Williams, among other things, said that Mr. Boland would be able to dispose of it. I did not know what interest he was going to give Mr. Boland for that. I did not know whether he was going to give him any interest.

Q. Will you tell us, please, whether then, or at any other time, you concealed or asked anybody else to conceal or knew of any attempt to conceal your interest in this matter?—A. On the contrary, I appeared very prominently in it, and I know it was known that I had an interest, because several parties, independently of those whom I have mentioned, came to me to see whether they could get this property. Among others there comes to me now a man by the name of Col. Keck, who lives at Wilkes-Barre.

Q. You did not quite answer the question, I think, or perhaps you did—whether you made any attempt or was any party to any attempt to conceal?—A. Certainly not; certainly not.

Q. In the course of your general narrative, I think you failed to refer to a letter of September 20, 1911, marked "Exhibit No. 10," page 184, in which you introduced Mr. Williams to Mr. Conn. Do you remember the giving of that letter?—A. I do not remember particularly about that letter; but undoubtedly I wrote it, so as to have Mr. Williams speak with Mr. Conn; and I think it was in consequence of that letter that Mr. Conn went with Mr. Williams to look at the dump which I had spoken of.

Q. You spoke of an interview in Scranton with Welles & Torrey and with Judge Knapp. You mean Judge Knapp, of Scranton, and not Judge Knapp, of the Commerce Court?—A. Yes; Henry A. Knapp, of Scranton. He is one of the firm of Warren, Knapp & O'Malley.

Q. Is that the gentleman who testified here? I do not mean Judge Martin Knapp, of the Commerce Court, but the member of the firm of Warren, Knapp & O'Malley who testified here?—A. Yes, sir.

Q. When and from whom did you first learn that an investigation or examination was being made in regard to your conduct in relation to these various matters?—A. I learned that in this way: A lawyer by the name of John F. Scragg, who lives about a block above me, whom I have known a long while, came to me one evening and told me that complaint had been made by Mr. Boland to the Interstate Commerce Commission in regard to the disposition of the Marian Coal Co. matter. That was early in March, 1912. I was very much surprised at the matter, and he told me a good many things in connection with it. If you want me to go into it in detail, I will be very glad to do so. Among other things he said, referring to the attempted settlement, which I presume you will ask me about in a few minutes, of the Marian Coal Co.'s affairs with the Delaware, Lackawanna & Western, that it had been advanced by Mr. Boland and, I believe, also by his attorney, Mr. Harry C. Reynolds, that that was a scheme on my part to carry the matter along; that it was not undertaken in good faith, and that it was merely for the purpose of enabling the proceedings which were pending in the court by Mr. Peale against the Marian Coal Co. to come to a head and ruin that company in the interest of the Delaware, Lackawanna & Western Railroad or Mr. Peale, and that——

Q. Well, was there any truth in those statements?—A. Oh, absolutely none. As I say, Mr. Scragg went into a great many details of that kind. He suggested that Mr. C. G. Boland was

somewhat disturbed over it, this complaint having been made by his brother, and he also told me that Mr. W. P. Boland had sent for Mr. Williams and got him down and taken him before the Attorney General and taken Mr. Williams's statement in regard to the sale or attempted sale of the Katydid dump. I can hardly remember at this time, but he said that the Department of Justice were going to send up two detectives; he said—he called them that—that they were coming to Scranton to investigate the matter.

Q. It has been suggested here that the attempts to sell the Katydid culm dump ceased because of that investigation. What is the fact in regard to that matter?—A. There is no connection whatever with that.

Q. Why did the attempt cease?—A. Simply because the Everhart interests were outstanding, and, as I said before, I was not willing to participate in any disposition of the property which left them out.

Q. When did you first learn that Mr. Williams was coming to you and getting you to give letters and papers, and so on, at the suggestion of W. P. Boland?—A. When it came out in the hearing before the Judiciary Committee.

Q. Mr. Williams testified that at some one interview in your office he saw a brief or trial list or some paper there which had the word "lighterage" on it, and that he had a conversation with you in regard to it. Will you tell us, please, what paper, if any, he saw with that word on it?—A. There is no paper that I ever had in my office that had the word "lighterage" on it except one. If I may have my papers here I would show that one. That [exhibiting] is an argument list which was sent out for the October term of the Commerce Court.

Q. About when was that received by you?—A. I should say along about the middle of September, 1911.

Q. Did you have any conversation with Mr. Williams in relation to lighterage at all?—A. I do not remember any. I do not see how I could. I find, I might say, on that argument list in an obscure place the word "lighterage." It is on page 12.

Q. That is the same book or a copy of the same book, is it not, that was produced in evidence on behalf of the managers?—A. It is a copy of the same book except that this has my memoranda in it. I used that at the time of the argument in the Commerce Court in October.

Mr. Manager STERLING. Is that the October calendar?

Mr. SIMPSON. Yes. I think the same as you have produced. I do not think we need offer it in evidence.

Mr. WORTHINGTON. Have it marked for identification, at least.

Mr. SIMPSON. I will ask the Secretary to mark it, then, please. At the suggestion of my colleagues I will offer it in evidence, but not ask to have it printed or read, though we may use it in argument.

Mr. Manager CLAYTON. That is agreed to, Mr. President.

The PRESIDENT pro tempore. The paper will be marked as suggested but not printed.

Q. (By Mr. SIMPSON.) It is also claimed that on some occasion or other you said to Mr. Williams that you might do harm to some officials of the Erie Railroad Co. if what you desired done was not done. Will you tell us please whether any such conversation took place; and if so, what was said?—A. Impossible; absolutely not; there could not have been such a thing; I would never have thought of such a thing.

Q. It also appears in the examination of Mr. Williams at the time he was subpœnaed to appear before the Judiciary Committee of the House that you purchased his ticket to enable him to come down here. Please tell us the circumstances appertaining to that.—A. Mr. Williams came to my office, I think it was Monday morning, and showed me a subpœna. He had already been subpœnaed to come down here. That was the first I knew as to the starting of the hearings before the Judiciary Committee. He told me that he had absolutely no money. I knew he was in that condition as a rule. He wanted me to let him have enough money to take him down here. I told him I could not do that, but I further said to him that I would have to go down to Washington at once, and based upon that information I immediately formed the determination to go on the noon train, what we know as the noon train, leaving Scranton at 12.40. I told him if he would be at that train I would buy a ticket for him, and I did—down and back.

Q. Who brought the attention of the Judiciary Committee to that fact?—A. I stated that to Mr. Worthington and Mr. Worthington told the Judiciary Committee that fact. I might say——

Q. Go on, please, if there is anything else.—A. Well, I do not know whether your question involved that inquiry, but I wanted to say that I did not feel as though I wanted Mr. Williams to be put in the position of not going. I did not know but that an attachment would come out for him, as it probably would if he did not go. He is an old man, and I have sufficient respect for him——

Q. What did you tell him?—A. I told him I would buy the ticket and I did buy the ticket.

Q. What did you tell him regarding his testimony, if anything?—A. Oh, I said, "Edward, go down there and tell the truth. That is all there is to it."

Q. In testifying regarding the interview you had with Mr. Brownell and Mr. Richardson, you said after you left Mr. Richardson's office you might have gone back to Mr. Brownell and said something to him. Have you any recollection of having gone back or having said anything?—A. No clear recollection; no.

Q. Why did you get back the contract that was drawn, to be executed between Mr. Williams and yourself and Mr. Conn in relation to the Katydid dump?—A. Because we both declared the deal off.

Q. That was the only reason?—A. That was the only reason.

Q. The article we are now considering charges that you used your influence as a judge to obtain that Katydid culm dump. Will you tell us, please, what the fact is in regard to that?—A. That is absolutely untrue, if I may so speak. I used no influence nor did I endeavor to use any influence. I had no idea it would make any difference. I do not believe it did.

Q. The people to whom you spoke are the only ones who could tell about that. Did you use or attempt to use corruptly any influence in regard to the matter?—A. As I have already said, when I went to see Mr. Richardson I told him——

Mr. Manager STERLING. Mr. President, we object to this line of testimony for the reason that it is a conclusion. It is a conclusion the Senate must draw from the facts in the case, and for that reason it is not competent for the witness to draw the conclusion. Therefore we object to that line of testimony.

Mr. WORTHINGTON. I submit, Mr. President, that it is one thing that only this witness can testify to, and that is the most important thing in this whole case, and that is, what was his intent in the matter—what was going on in his mind.

The PRESIDENT pro tempore. The witness can testify to any affirmative acts on his part.

Mr. Manager STERLING. I desire to say that Mr. Worthington raises still a further question. We objected to this witness making these statements because they constitute a conclusion drawn by the witness. Mr. Worthington makes the point that he can testify as to his intent. We want to object to testimony along that line, too.

The PRESIDENT pro tempore. That has not been considered in ruling on the present point. The view of the Chair is that the testimony of the witness will not militate against the consideration of the contention of the managers as to what are proofs of a purpose of that kind. At the same time the respondent is entitled to negative the suggestion of any act on his part. It does not necessarily refer to the act which has been proven. It would go still further and would be a denial by him of any affirmative act on his part to accomplish that end.

Mr. Manager STERLING. I think there is a different understanding between the President and myself as to what the witness has said. The witness said he did not believe that he influenced him.

The PRESIDENT pro tempore. The Chair understood the question to be whether the witness had attempted to influence him. The Chair may be in error in that regard.

Mr. Manager STERLING. I should like to have that part of the answer read.

The Reporter read as follows:

Q. The article we are now considering charges that you used your influence as a judge to obtain that Katydid culm dump. Will you tell us, please, what the fact is in regard to that?—A. That is absolutely untrue, if I may so speak. I used no influence, nor did I endeavor to use any influence. I had no idea it would make any difference. I do not believe it did.

Q. The people to whom you spoke are the only ones who could tell about that. Did you use or attempt to use corruptly any influence in regard to the matter?—A. As I have already said, when I went to see Mr. Richardson I told him——

The PRESIDENT pro tempore. The last part of it the Chair does not think is legitimate.

Mr. SIMPSON. I interrupted him.

The PRESIDENT pro tempore. That is excluded.

Q. (By Mr. SIMPSON.) Returning, Judge Archbald, to the second article of impeachment, will you state to the Senate, please, your knowledge of and your connection with the attempt to settle the dispute between the Marian Coal Co. and the Delaware, Lackawanna & Western Railroad Co.?—A. That came about entirely in this way: Some time early in August of 1911 Mr. George M. Watson, an attorney of Scranton, came to me and said that he had been employed to settle the pending difficulties between the Marian Coal Co. and the Delaware, Lackawanna &

Western Railroad. He said that the time seemed opportune, because, as he understood it, the testimony had closed, or the last taking of testimony in that case, some time in the spring, and there had been a suggestion of a possible settlement, and he wanted to know whether I was acquainted with Mr. E. E. Loomis, first vice president of the Delaware, Lackawanna & Western Railroad. I told him that I was. He then asked me if I would see Mr. Loomis and suggest to him that if he, Mr. Loomis, would call on him, Watson, the case could be settled. He said that he wanted me to do this in order to make a favorable introduction of him to Mr. Loomis, and it was only upon that basis that I undertook to do what I did.

Q. Go right on, please, with the story.—A. I had occasion after that, within a day or two, to go to New York. It was on the concluding day that I was there in connection with my holding of court in that city that I went to see Mr. Loomis at the office of the D., L. & W. Railroad Co. Mr. Loomis formerly lived and was connected with the Lackawanna Railroad Co. as an official in Scranton. I knew him personally and socially as well as officially. I went to him and asked him whether he would care to settle the troubles that they had with the Marian Coal Co. He immediately began to rehearse those troubles to me, and I, after listening to him a little, told him the more he talked about it the more it seemed to me a very good thing if the difficulties could be settled, and that all I came there to suggest was that I understood Mr. George M. Watson, an attorney of Scranton, had been retained by the Bolands to try and effect the settlement, and if he would call on Mr. Watson or send for Mr. Watson they could talk it over. That was all that was said, and I left his office.

Q. Just go on and take up the narrative from that point to the end. Give us a full history of it chronologically.—A. I heard nothing more for, I should say, something like three weeks, when Mr. Watson came to me one day and asked me whether I had done as I said I would. I told him I certainly had; that I had seen Mr. Loomis and given his name, and I understood from Mr. Loomis he was going to send for him, Watson. Mr. Watson said he had not done so, and that the Bolands were very anxious to have him do something, and he wanted to know whether I would not undertake to see Mr. Loomis again. I was somewhat reluctant about it, but I told him that I would. I found out that Mr. Loomis was to be in Scranton on one of his regular visits of business of the company that day. I called up his office in the Delaware, Lackawanna & Western station, and I finally, through that telephone communication, obtained an appointment with Mr. Loomis at the Scranton Club that evening. I went and saw him there and had a somewhat similar talk, perhaps a little more extended with him than I had the first time, but in purport the same. He said he was rather surprised that Mr. Watson had not been spoken to, because he had given directions to that effect, and he said that he would see that Mr. Watson was notified.

Q. Go right on.—A. Well, I really do not know exactly the next step in the matter, but I think it came about that Mr. C. G. Boland came to see me. I had known Mr. Boland 30 or 40 years; I can not tell just how long. I knew him familiarly enough to speak of him by his name. People call him "Christy." I talked with him in a friendly and familiar way every time we met. He came to me in my office on one occasion (I can not fix the exact date; I have no means of doing it) and told me about this settlement. He said that the matter was preying on the mind of his brother, W. P. Boland, and he expected if it went on further that it would end in his brother going to an asylum. My impression is that tears came to his eyes, and he drew upon my sympathy in that way by what he said and in his appearance. He asked and spoke about this settlement, and wanted me to see what I could do with regard to it. He came two or three other times in a similar way at a later date. I can not fix the time when that occurred. The next thing I think I did was a letter that I wrote to Mr. Loomis. That I did at the instance of Mr. Watson particularly, in which I suggested an interview with Mr. Watson. Perhaps I am not clear about that or about those letters.

Q. Go right on, as you now recall it, and give us the story in chronological order up to the end, and then I will fill in the gaps, perhaps.—A. I came down here to Washington. My duties as judge of the Commerce Court called upon me to do that. I was here from the very first day of October until the very last day of October. I remember distinctly that just before I came the interview that Col. Phillips has testified to.

Q. You testify to it. Let us get your version of it.—A. I wanted to see Col. Phillips about the matter. I think it was either through Mr. Watson or Mr. Boland; I can not tell you which now.

Q. You mean C. G. Boland?—A. Yes; C. G. Boland. I never had anything to do with Mr. W. P. Boland. Mr. Phillips was to see me Saturday morning. Saturday morning I got a telephone communication that he would see me Saturday afternoon. I told him Saturday afternoon was my holiday, and that I could not see him then; so an appointment was made to see me at my house in the evening. He came to my house and we discussed the matter there. He did most of the talking. His suggestion was that there was no chance, as I remember about it—no hope of settlement—because the ideas of the Bolands were very high as to the value of the thing, and the idea of the company was that they did not have very much to dispose of. The next thing that occurred, I think, was when I wrote a letter, after coming down to Washington, to Mr. Loomis, which was suggested, at the request of Mr. Watson, asking for an interview, that there might be another interview in which Mr. Truesdale as well as Mr. Loomis would be present. I learned afterwards that that interview took place. Then I got the telegram from Mr. Watson saying he wanted to see me and asking when he could see me down here. I made the answer, which has been put in evidence, that he could see me at almost any time. A subsequent telegram advised me that he was going to be at the Raleigh. I went to the Raleigh that Saturday afternoon between 1 and 2 o'clock and saw him there. We talked for a while there and then went up to my office in the Commerce Court chamber. We talked there all the afternoon. He suggested as a reason for his coming down that the Bolands wanted him to come. They wanted him to come and see me and see whether something additional could not be done to that which had been done about settling this case. I did not have anything to suggest and did not suggest anything. He also wanted a copy of the record in the Meeker case—the case brought by Mr. Meeker against the Lehigh Valley Railroad with regard to coal rates there and similar points to that from which the Marian Coal Co. were shipping their coal. I got him that record so far as it was then on file. I subsequently secured for him the briefs which were filed and sent them to him. A friendly intercourse with a party such as he was, from Scranton, consumed the afternoon. I also took him and introduced him to some of the judges of the Commerce Court.

Q. What happened in relation to this question of settlement after that date?—A. As I said a few minutes ago, I was here until the last of October, and then I went back to Scranton. Then Mr. Boland came to me and talked with me about seeing Mr. Loomis again, and I made an appointment with Mr. Loomis and saw him along, I think, about the middle of November, and to see whether the D., L. & W. Co. would make any definite offer of any kind, small or large, so as to see whether there was any prospect or hope that the parties could get together. The talk of Mr. Loomis at that time as of Mr. Phillips in his interview with me was that there was nothing of value that the D., L. & W. Co. wished to take over.

Q. Did you communicate that fact to Mr. C. G. Boland?—A. I communicated that fact to Mr. Boland, in the letter which I produced at the hearing before the Judiciary Committee and which has been put in evidence here, I think it is of the 13th of November, in which I spoke of him as "Dear Christy."

Q. You returned to him, I think your letter says, certain papers. What were those papers?—A. For the use of Mr. Watson, as I understood it, in trying to make the negotiations with the D., L. & W. Railroad Co., a statement had been made up by the Bolands with regard to their claim. Mr. Watson wanted me to look over that and see what I thought of it. I did not look it over until after I had come back from the session of the Commerce Court in October, and I did then look it over just prior to my seeing Mr. Loomis. In that statement there were three things in particular that I remember now. I can not give you a great number of details about it, but I remember the aggregate amount of that statement and somewhat how it was made up. I remember that the aggregate amount of that claim was something over $160,000, and that one item of that claim was the so-called shipping claim for moving a certain part of the coal from the line of the D., L. & W. to some other road. I was quite surprised, and that is what called my attention to it, that that claim was so small, because I understood that it was of considerable magnitude; while there was 30 cents a ton switching charge, it was only for a few thousand tons and only amounted to three or four thousand dollars. But the particular thing that impressed itself upon me as I looked upon that statement was the fact that the aggregate was made up by taking the total tonnage that had been shipped by the Marian Coal Co. and multiplying it by an alleged excess charge of some forty-odd cents, and that with the small amount of the switching charge amounted to this aggregate of something over $160,000. The excess rate was something over 40 cents.

Q. Forty cents a ton, you mean?—A. Forty cents a ton. In the hearing before the Commerce Court, the hearing of the

Meeker case, the reduction by the Interstate Commerce Commission in favor of Mr. Meeker on coal shipped of similar character a similar distance to tidewater was 10, and I think in some instances 15, cents. The disparity between that which they had allowed to Mr. Meeker and that which was claimed on behalf of the Marian Coal Co. struck me at once and seemed to me to make the claim of the Bolands impossible of being supported. Those three things—the aggregate amount, the small amount of shipping charge, and the large amount as it seemed to me at the time of the excess claim of rate—were the three things that impressed themselves upon my mind and made me feel that the parties were too wide apart to ever get together.

Q. And that paper showing this data as you have given it to us was sent with your letter of November 13, 1911, back to Mr. C. G. Boland, was it?—A. It was.

Q. Did you ever see those papers afterwards?—A. Never.

Q. You have told us how long you had known Mr. Boland. Will you tell us, please, how long and how well you had known Mr. Watson at the time of this negotiation?—A. I had known Mr. Watson for about 30 years, and I esteem him exceedingly. He has come up from very humble beginnings in a way, of good family, but originally having to support himself at his trade as a carpenter. Subsequently he was a constable there in Scranton. Then he studied law, and he went on so that he became city solicitor of the city of Scranton. Later on he was nominated at the primaries and ran for judge of the county upon the death of Judge Gunston, one of my associates, and while he did not succeed, he made a very creditable showing. He is now county solicitor. As I said, Mr. Watson was an aspirant for the position which I subsequently filled when the district was created.

Mr. Manager STERLING. Mr. President, I do not like to object so often, but certainly this is improper evidence. I do not understand that it is the province of the respondent to give a good character to the men who testify in his behalf.

Mr. SIMPSON. I have not asked any questions of that kind. That is not one of the points in my question.

The PRESIDENT pro tempore. The Chair will suggest to counsel that under the peculiar circumstances, the witness testifying in his own behalf, his own counsel ought to guide him as to matters where he is disposed to go beyond a proper point, and not leave it to the managers to object.

Mr. SIMPSON. I asked a perfectly proper question and no objection was made to it.

The PRESIDENT pro tempore. The Chair is not criticizing the question at all.

Q. (By Mr. SIMPSON.) There appears in evidence as Exhibit 32, page 397, a paper signed by the Marian Coal Co., W. P. Boland, president, directed to C. G. Boland, dated August 23, 1911, in which the Marian Coal Co. agrees to pay to Mr. Watson $5,000 if a satisfactory settlement is made of their claim against the Delaware, Lackawanna & Western Railroad Co. Will you tell us, please, what knowledge you have of that paper?—A. I never heard of that paper until it was produced at the hearing before the Judiciary Committee.

Q. It was testified here that that paper was prepared as the result of an interview in your office at which you and Mr. C. G. Boland and Mr. Watson were present. Will you tell us, please, what the fact about that is?—A. It was not prepared in that way. I never heard of it, as I said. It is a letter, as I understand it, addressed by one Boland to the other.

Q. Yes; it is so addressed, I think; but do not go into that. You have no knowledge of it or of the intention to prepare such a paper? Is that correct?—A. Never.

Q. What knowledge had you of Mr. Watson's claim to $161,000 as a settlement?—A. I knew that that was the claim that he was to make to the Delaware, Lackawanna & Western Co., and I knew that is was substantiated apparently by the statement which I saw.

Q. You knew that was the claim he was to make, from whom?—A. That he was to make on behalf of Boland from the Delaware, Lackawanna & Western Co.

Q. From whom did you know that he was to make that claim?—A. Oh, I knew that that was the talk from Mr. Watson. I am not sure whether Mr. Boland referred to the amount in his several conversations with me or not.

Q. What knowledge had you of the value of the plant and assets of the Marian Coal Co.?—A. I had none. I never had. I had never seen it.

Q. What knowledge had you of the valuation put upon the plant and assets of the Delaware, Lackawanna & Western Railroad Co.?—A. None.

Q. Had you any knowledge, and if so what, of the valuation put upon the rate claimed by either the Marian Coal Co. or the Delaware, Lackawanna & Western Railroad Co.?—A. I only know what I have already said, that it was 43 cents, or something like that—forty-odd cents.

Q. Was there an interview between yourself and C. G. Boland and Mr. Watson in your office on or about August, 23, 1911?—A. I have no memory of any.

Q. Or at any other time?—A. I have no remembrance of any such at any time.

Q. Did you make any suggestion at any time to anybody or under any circumstances that the amount to be paid Mr. Watson for his services should be put in writing?—A. No; oh, no. Mr. Watson came to me and told me he was to get $5,000.

Q. You have already testified to an interview, though you have not fixed the date, as I recall it, at which Mr. Truesdale was present, October 5, 1911. Tell us, please, whether you were requested to be present at that interview.—A. No.

Q. Or at any other interview?—A. No.

Q. Or was any request ever made to you to be present at any interview between Mr. Watson and any official of the Delaware, Lackawanna & Western Co.?—A. No; no request of that kind.

Q. Tell us, please, what, if anything, you had to do with the case of Peale against the Marian Coal Co. except as appears in the record of the court.—A. None. I had none. I made two orders in that case; that is all.

Q. They appear of record?—A. Yes.

Q. Did you have any connection or do anything in regard to that case after you ceased to be judge of that court?—A. Certainly not.

Q. It appears in evidence—and some point has been made of it—that several of the letters which were written were written on paper which bore the Commerce Court title. Will you tell us, please, how that came about?—A. Very probably because I did not have any other paper.

Q. Where were those letters written?—A. I think they were written in my office by dictation. I think some of them appear in my handwriting; I am not sure about that. I have not examined them. So far as they appear by dictation, if they are dated Scranton, they were dictated to my stenographer and she took them off, using the paper that was at hand.

Q. Tell us, please, what object you had, if any, in using that paper instead of some other paper?—A. No object; no purpose in that.

Q. You have told us that you acted in these matters partially at the request of Mr. Watson and partially at the request of Mr. C. G. Boland. Did you act in it at the request of anyone else except those two gentlemen?—A. No.

Q. Tell us, please, whether or not there was any agreement or understanding of any kind or character, express or implied, that you were to receive any portion of the fee of $5,000 which Mr. Watson was to get if he satisfactorily settled that case?

Mr. Manager STERLING. Mr. President, I object. It calls for a conclusion. The witness can state what was said and done.

Mr. SIMPSON. I asked him if there was any agreement or understanding, express or implied. It calls for a statement as to a fact.

Mr. Manager STERLING. It calls for a conclusion. It is for the Senate to determine whether there was any agreement.

The PRESIDENT pro tempore. The stenographer will read the question.

The question was read by the Reporter.

The PRESIDENT pro tempore. The Chair thinks the counsel will be permitted to inquire of the respondent what agreement there was, if any.

Mr. SIMPSON. I am quite willing to put it in that way. [To the witness:] What agreement, if any, express or implied, was there between you and Mr. Watson or anybody else on the subject of your getting any part or portion of the fee of $5,000 if he settled satisfactorily the litigation between the Marian Coal Co. and the Delaware, Lackawanna & Western Railroad Co.?—A. None whatever. The matter was never suggested; never mentioned.

Q. Will you tell us, please, whether or not there was any conversation or letter with you or written to or by you that you were at any time or under any circumstances to get any part or portion of any sum over $95,000 which might be received by Mr. Watson in the settlement of the controversy?

The PRESIDENT pro tempore. The Chair thinks the counsel should put that question in the same way as the other.

Mr. SIMPSON. My colleague interrupted me when I was drafting it.

The PRESIDENT pro tempore. What, if anything.

Mr. SIMPSON. I thought it was put that way. [To the witness:] What, if any, conversation or correspondence was there in that regard?—A. None whatever; absolutely none.

Q. What knowledge, if any, had you, assuming it to exist, of any intention to give you any money or consideration whatsoever for the services which you rendered or that which you did in regard to that matter?—A. I had none. I do not believe anybody would have offered it.

Q. Will you tell us, please, then, if there was nothing to be paid to you of any kind or character?

Mr. Manager STERLING. Mr. President, as to the last answer of the witness——

The PRESIDENT pro tempore. The Chair will not desire to hear from counsel. The last answer was improper.

Mr. SIMPSON. The last part of the answer.

Mr. Manager STERLING. I should like to say, inasmuch as the one asking the question is a very able lawyer and the one answering it is a very distinguished judge, they ought to confine the examination within the required limit without any objection on the part of the managers being necessary.

Mr. SIMPSON. You can not say that the question asked was in the slightest degree objectionable.

Mr. Manager STERLING. The answer was quite improper.

The PRESIDENT pro tempore. The Chair will rule that the last sentence was not a legitimate answer to the question and is not to be considered as evidence.

Mr. SIMPSON. It was not even responsive to the question. [To the witness:] If there was no consideration to be paid to you for your services in relation to this matter, will you tell us, please, why you undertook to do what you did in that settlement?—A. What was asked me in the first place to do was a very inconsiderable matter. It was simply that I would speak of Mr. Watson to Mr. Loomis, that it would make a favorable introduction. That was the whole thing. There was never any idea of doing anything more. Whatever I did beyond that I was pressed to it by Mr. Watson and by Mr. Boland, and out of friendship to them, as much I might say out of friendship to Mr. C. G. Boland as out of friendship to Mr. Watson.

Q. State what if any influence as judge you exercised in relation to the matter.—A. None that I was conscious of.

Q. From whom did you first learn that the Oxford colliery was for sale?—A. I learned that from Mr. John Henry Jones.

Mr. NELSON. Mr. President, I submit the following question.

The PRESIDENT pro tempore. The Senator from Minnesota presents the following question, which he desires to have propounded to the witness. It will be read to him.

The Secretary read as follows:

Was this case, or any part of it, pending in the Commerce Court while you were helping to effect a settlement, as you have stated?

The WITNESS. It was not. The effort at settlement was to prevent it getting there.

Mr. Manager STERLING. Mr. President, in order that I may understand, I should like to inquire what case was referred to in the question. Is that the Peale case that was in the district court?

The WITNESS. I understood it was the case with regard to rates pending between the Marian Coal Co. and the D., L. & W. Railroad.

Mr. Manager STERLING. It was not the case, then, in which the Delaware, Lackawanna & Western Railroad Co. was a party in the Commerce Court?

The WITNESS. It was not in the Commerce Court.

Mr. SIMPSON. It was the rate case before the Interstate Commerce Commission.

Mr. Manager STERLING. The Delaware, Lackawanna & Western Railroad Co. was involved in two cases, one pending in the Interstate Commerce Commission and one pending in the Commerce Court. I think the witness ought to know which case he is referring to, and I doubt if he does.

The WITNESS. I would like the question again read to me, if I may have that done.

Mr. WORTHINGTON. I submit that the statement is quite objectionable, when the manager says that the witness does not know what he is talking about. I think he knows very much more about it than does the manager.

Mr. Manager STERLING. I did not say that with any idea but of fairness to the witness and so that we, too, might understand it.

The PRESIDENT pro tempore. The Chair understood the manager to make the suggestion in order to correct a mistake. The question will again be read to the witness.

The Secretary read the question, as follows:

Q. Was this case, or any part of it, pending in the Commerce Court while you were helping to effect a settlement of it, as you have stated?

The WITNESS. I understand that question is directed to the case that was pending before the Interstate Commerce Commission in which the Marian Coal Co. was the complainant and the D., L. & W. Railroad Co. was the respondent. It was with reference to the settlement of that case that the negotiations undertaken by Mr. Watson were carried on. That case was not in the Commerce Court, and is not there now, as I understand, though I do not know whether it is or not, but it was not there then. If it had been settled, it would never have come there.

Mr. SIMPSON. Is that all, Mr. Manager STERLING?

Mr. Manager STERLING. That is all.

Q. (By Mr. SIMPSON.) From whom did you first learn that the Oxford colliery was for sale?—A. I first learned that from Mr. John Henry Jones.

Q. What did you do in relation to that, stating it in a very brief way, please?—A. Mr. John Henry Jones said that the Oxford colliery, the Oxford washery, which was washing the dump belonging to the Girard estate at a place called Shaft, near Shenandoah, in Schuylkill County, Pa., was to be sold. He said that there were differences between the stockholders, and that the matter had been put in the hands of one of the stockholders, Mr. Schlosser, of Pittston, Pa., and that he was authorized to dispose of it.

Q. Did you have any correspondence with Mr. Schlosser on the subject?—A. I called up Mr. Schlosser on the telephone and asked him with regard to it. He confirmed what Mr. Jones said, and he told me that he would write a letter making a definite offer or giving an option upon the property.

Q. Did you have any correspondence with him in regard to it?—A. That was expressed in a letter. There were two or three letters from him on the subject.

Q. Where are those letters?—A. I forget whether I have them, though I think I have not. You may have them there. [After examining.] I find I have them here. [Producing letters.]

Mr. SIMPSON handed the letters to Mr. Manager STERLING.

Mr. Manager STERLING (after examining the letters). There is no objection to those letters, Mr. President.

Mr. SIMPSON. I will offer the letters in evidence, and not ask that they be read at this time, Mr. President.

Mr. WORTHINGTON. Why not read them?

Mr. SIMPSON. My colleague prefers that the letters be read. I ask that they be marked as exhibits and read.

The PRESIDENT pro tempore. The Secretary will read as requested.

The letters were marked as exhibits, as below indicated, and read as follows:

[U. S. S. Exhibit PP.]

(M. Schlosser, anthracite and bituminous coal, 8 South Main Street, P. O. Box 235.)

PITTSTON, PA., *March 7, 1911.*

Hon. R. W. ARCHBALD,
Federal Building, Scranton, Pa.

MY DEAR SIR: Confirming telephone conversation with reference to a sale of Oxford Coal Co., Shaft, Pa., beg to advise that I can option to you for a period of 30 days from date this company, free from debt, for the sum of $65,000, and on this I will agree to allow you a commission of 2½ per cent in case of a sale.

The owners feel they would not care to have it generally known in the trade that their property is on the market; therefore would like your parties, if interested, to act for themselves and not go from place to place offering same for sale.

I will expect to hear from you by Monday, March 13, 1911, if your parties desire an option or not.

Yours, very truly, M. SCHLOSSER.

(20 cars daily. 500 tons. 300,000 or 400,000 merchantable coal.)

[U. S. S. Exhibit QQ.]

(M. Schlosser, anthracite and bituminous coal, 8 South Main Street, P. O. Box 235.)

PITTSTON, PA., *May 9, 1911.*

Hon. R. W. ARCHBALD,
Scranton, Pa.

DEAR SIR: I beg to quote you on the entire stock of the Oxford Coal Co., with plant at Shaft, Pa., $65,000, less 2½ per cent.

Terms to be cash or part cash and negotiable paper satisfactory to the sellers.

Estimated quantity in dump, from 350,000 to 400,000 tons marketable coal.

Freight rate on small sizes from Shenandoah to Wilkes-Barre, beg to say that this rate can, no doubt, be arranged for between the P. & R. and C. R. R. of N. J.

Railroad connection at the plant is Philadelphia & Reading.

A large dump is adjoining the present property and is controlled by the Girard estate.

Inventory shows the following:

Breaker structure; breaker engine; 2 conveyor lines; 6 shakers; 4 spirals (in service); 3 spirals (not in service); 3 jigs; 2 pair rolls; 1 elevator, 18 by 18; 1 elevator, 8 by 12; shafts, belts, and pulleys; steam heat; 2 pumps; 4 boilers; 2 feed pumps and heater; 1,200 feet steam pipes and covering; 2 steam shovels; 2 locomotives; 18 mine cars; railroad track, 1½ miles; office; supply house; locomotive house and carpenter shop; stable; mule and cart.

CLEANER.

Structure; one 12 by 20 double hoisting engine; 1 breaker engine, 13 by 16; 2 shakers; 2 sets rolls; 2 Hazelton jigs; shafts and pulleys in cleaner; steam heat; extra parts machinery on hand.

The option of purchase to hold good to June 9, 1911.

Hoping to hear from you, I am,

Yours, very truly, M. SCHLOSSER.

[U. S. S. Exhibit RR.]

(M. Schlosser, anthracite and bituminous coal, 8 South Main Street, P. O. box 235.)

PITTSTON, PA., *June 12, 1911.*

Hon. R. W. ARCHBALD,
Federal Building, Scranton, Pa.

DEAR SIR: Again referring to your favor of the 6th instant with reference to the option of purchase of Oxford Coal Co. which expired June 9, 1911, beg to advise that I will extend this option for another 30 days, namely, to July 9, 1911, and trust you may be able to have results by that time.

Yours, very truly, M. SCHLOSSER.

[U. S. S. Exhibit SS.]

(M. Schlosser, anthracite and bituminous coal, 8 South Main Street, P. O. box 235.)

PITTSTON, PA., *August 2, 1911.*

Hon. R. W. ARCHBALD,
Federal Building, Scranton, Pa.

DEAR SIR: Referring to my letter to you of May 9, 1911, in which I gave you an option on the entire stock of the Oxford Coal Co. located at Shaft, Pa., and the original option expired June 9, 1911. Referring to the above, beg to advise that I will now extend the option of purchase of this company to September 2, 1911, on the same terms as mentioned in the original option.

Yours, very truly, M. SCHLOSSER.

[U. S. S. Exhibit TT.]

(M. Schlosser, anthracite and bituminous coal, 8 South Main Street, P. O. box 235.)

PITTSTON, PA., *August 5, 1911.*

Hon. R. W. ARCHBALD,
Federal Building, Scranton, Pa.

MY DEAR SIR: I beg to advise that the royalty on Oxford coal is as follows: Prepared sizes, 45 cents per gross ton; pea, 30 cents per gross ton; buckwheat, 15 cents per gross ton; rice, 7½ cents per gross ton, and barley, 5 cents per gross ton. The minimum royalty is $100 per month or $1,200 annually.

Yours, very truly, M. SCHLOSSER.

Q. (By Mr. SIMPSON.) To whom did the Oxford colliery belong?—A. It belonged to the Oxford Coal Co., as I remember, or to Maderia, Hill & Co., I am not sure which—I think Maderia, Hill & Co. were stockholders in it, and were the commission men who sold the coal.

Q. Had it any connection with any railroad company?—A. Oh, none whatever—none that I know of; it is an individual concern.

Q. It appears in evidence here that that was not purchased by you or that there was not a sale of it made by you. Why was that?—A. It was first offered to the Laurel line, but Mr. Conn told me that he could not get a proper rate on the coal from there, so he did not take it. Subsequently it was offered to Mr. Peale, according to letters which are in evidence here. That, I think, was at the instance of Mr. Jones after I had left the district court bench and was in the Commerce Court. Then it was offered to Mr. Thomas Howell Jones, whom we familiarly know as "Tom Star Jones." That was along in the summer of that year. He took an option on it in favor of himself, I think, and Mr. Howell Harris; but, upon examination of the property, he reported to me that the dump which was being used was so far depleted that it was not worth any such sum as was being asked, and that there could be no deal about it.

Q. That was the end of the matter, so far as that dump was concerned, was it?—A. That was the end of the matter, but not altogether—no; because that led on to something else.

Q. Well, I am speaking of that particular dump.—A. Yes; as to that particular dump.

Q. Now, from whom did you first learn that other culm dumps in the neighborhood of the Oxford washery might be bought?—A. That was stated to me at the very beginning by Mr. Schlosser. He said that there were other dumps belonging to the Girard estate, and he thought that the dump that the Oxford Coal Co. was washing could be helped out by getting some one of these other dumps.

Q. And these other dumps were what?—A. These other dumps were covered by a lease to the Lehigh Valley Coal Co., which lease expires on December 31, 1913.

Q. And that is what has been spoken of here as Packer No. 3?—A. Yes.

Q. Now, from whom did you first learn that it was possible that the Lehigh Valley Railroad Co. or Coal Co. would not object to the sale of Packer No. 3 or the leasing of it?—A. If I may anticipate that, I will say that Mr. Jones, upon going down there and looking over the property, had identified Packer No. 3 as the dump that was desirable to help out the workings of the Oxford colliery, and then I undertook to see whether that could not be obtained.

Q. You say "Mr. Jones." Which one of the Joneses do you mean?—A. Mr. Tom Star Jones.

Q. Tom Star Jones?—A. Yes.

Q. We have had in evidence here a large number of letters in relation to that, which I do not desire to go into because I do not think they can be added to in any material way; but it appears in one of those letters that you wrote to Mr. Kirkpatrick asking him for an interview. Will you tell us, please, where you were going on the occasion when you stopped off in Philadelphia to see Mr. Kirkpatrick in regard to it?—A. I was on my way to Washington here to attend a session of the Commerce Court.

Q. And what, if anything, has been done in relation to that matter since the date of that visit to Mr. Kirkpatrick on February 12, 1912?—A. Nothing whatever.

Q. Had you any knowledge in relation to the matter or any intention to apply for a lease of Packer No. 3 except as it was led up to in the way you have testified?—A. No; not independently of the Oxford. It was suggested in that connection that Packer No. 3 could be washed very much better by itself; that it was not worth while to tie up to the Oxford, but it was in connection with the Oxford attempted deal that I was led to look into the matter of obtaining Packer No. 3.

Q. What attempts, if any, were there to conceal the fact of your connection with this matter?—A. There were none. I was aiding the matter all the time and speaking of it myself, and my name figured in every transaction.

Q. It is stated in article No. 3 that you unlawfully and corruptly used your official position and office as judge to secure from the Lehigh Valley Coal Co. the agreement that the Girard Trust might lease to you Packer No. 3 dump. What is the fact in regard to that?—A. Why, there certainly is no fact of that character.

Q. Was there any intention on your part that it should have any such effect?—A. None whatever.

Q. Do you remember the case of the Louisville & Nashville Railroad Co. against the Interstate Commerce Commission, filed in the Commerce Court and referred to in article No. 4?—A. That was the first case, practically, that was argued before the Commerce Court—at its first argument in April, 1911.

Q. Were you present at its argument?—A. I was present, and participated in the hearing.

Q. How much of a record was there in that case?—A. The record was made up of a carbon copy, furnished by counsel and stipulated into the case, of the testimony that had been taken before the Interstate Commerce Commission, supplemented by testimony that was taken before an examiner appointed in the case before it came into the Commerce Court, when it was pending in the circuit court of the United States for the western district of Kentucky. There was considerable of a record.

Q. What were the respective claims of counsel for the parties in that suit?—A. Well, it is very difficult to give in a few words what their respective claims were. It was an extended argument, with very extended briefs, but the main contention on the part of the Louisville & Nashville attorneys was that the order of the commission reducing the rates there involved was not sustained by any of the reasons given by the Interstate Commerce Commission, and that, in fact, the reasons which the Interstate Commerce Commission gave as the basis of its order were not founded upon any facts. The contention on the part of the Interstate Commerce Commission, represented by Mr. Lamb, and the United States itself, represented by Mr. Fowler, assistant to the Attorney General, was that the Commerce Court could not go into that question; that the ruling of the Interstate Commerce Commission with regard to those rates was conclusive.

Q. Can you tell, in a few words, what is the difference between class rates and commodity rates, so that Senators may understand just the question arising out of that?—A. All rates are divided into classes, as I understand, except as specific commodities are taken out of the class to which they are assigned and given a rate by themselves. Class rates run by numbers, from 1 to 6, and also have some letter designation—A, B, C, D, E. I think the commodity rates would be for a special thing, like glassware or furniture or sand or coal or something specific like that.

Q. And the class rates would include a number of different commodities of the same general character?—A. Class rates apply to all the commodities that are put together in that class.

Q. Why did you write to Mr. Bruce the letters which have been produced and offered in evidence here?—A. That calls for somewhat of an extended explanation.

Mr. Manager STERLING. Mr. President, we object to the witness stating why he wrote the letters. The fact that he did write them is all that this witness has any right to tell.

Mr. SIMPSON. I submit, sir, that where we are in a court, in which the intention of the party is a vital thing, he has the right to say why he did a given thing, so that the judges of the facts and the law may determine whether there was an intention to commit wrong. He has a perfect right, I submit, to state

that, so that the Senate may know what his intention was. If he had no intention to do a wrong, then he has done no wrong, so far as the law goes.

The PRESIDENT pro tempore. If the Chair remembers correctly, the articles do not charge him with intent to do wrong. They charge him with specific acts.

Mr. SIMPSON. But, there is involved in every charge which involves an offense an intent, and there is a distinct charge that he did this thing corruptly. Unless there is an intent the law says there can be no wrong. A man may do innocently a thing about which no complaint can be made, and do the same thing corruptly or with a corrupt intent, and there may be a just complaint of it. That has ripened, sir, into a maxim of law, that until there is an intent to do wrong no wrong, legally speaking, has been done. That is one of the fundamental principles of Anglo-Saxon jurisprudence; it always has been, and I trust always will be. The question which the witness has before him is to reach to that fact, so that the Senate may determine whether or not there was such an intent.

Mr. Manager STERLING. I should like to say, Mr. President——

Mr. WORTHINGTON. Before the manager proceeds, if I may be permitted, it was suggested a while ago by Mr. Manager STERLING that the witness has no right to testify to what his intent was, although that is the matter in question. I sent for one of the textbooks of law, and I should like to read a section from it. Jones on Evidence, last edition, section 170, page 191, has this to say:

It is evident that the most satisfactory mode of proving the motives or intent with which an act is done is to show the facts and cicrumstances accompanying the act. It is not relevant for a witness to state the motives or intentions of another person. It has been held in a few cases that a party can not state directly his own motives or intent; that such testimony can not be directly contradicted, and because it must often be of little value, the proof must consist of the surrounding circumstances which illustrate the nature of the act.

That is what I understand to be the contention of Mr. Manager STERLING.

But it is the prevailing rule, sustained by the great weight of authority, that whenever the motive, intention, or belief of a person is relevant to the issue it is competent for such person to testify directly upon that point—

The words "testify directly upon that point" being in italics—

whether he is a party to the suit or not. To state the rule in another form, when the motive of a witness in performing a particular act or in making a particular declaration becomes a material issue in a cause or reflects important light upon such issue, he may himself be sworn in regard to it, notwithstanding the diminished credit to which his testimony may be entitled as coming from the mouth of an interested witness.

There is a note there, No. 10, which cites, I should judge, about 40 or 50 cases in support of that doctrine.

It is hardly necessary to add that such testimony is not conclusive.

Of course, we do not claim that it is conclusive.

Now, Mr. President, in this case the charge is made that Judge Archbald wrongfully entered into this correspondence with Mr. Bruce. After reciting what was done, the article charges that he did it secretly, wrongfully, and unlawfully. If the contention of the managers simply be that it is an impeachable and criminal offense for a judge to write a letter to one of the counsel in a case without any wrongful or improper intention, of course, then it would not be necessary for us to pursue this line of inquiry; but if it is claimed, or, indeed, if any Member of the Senate should think—and I submit that what the managers claim here is not conclusive at all—that it might be important to know whether he intended to aid this company and was trying wrongfully to help it, the witness ought to be permitted to testify as to what his intention was.

Mr. Manager STERLING. I think, Mr. President, the law read by counsel determines that the question is improper. There are two classes of criminal cases, in one of which the intent may be expressly testified to and in the other it must be inferred. In one class of cases the law conclusively presumes that the accused intended the reasonable consequences and results of his act. There is another class of cases where a specific intent is charged. To illustrate: If one is indicted for assault with intent to kill, a specific intent is charged in the indictment. In that kind of a case—and it is the kind of cases referred to in the authority just read—the courts have held that the witness could rebut that presumption and testify that he did not intend to kill; but in other cases, where no specific intent is charged, the law presumes that the accused intended the reasonable consequences of what he did. In this case, if it was the reasonable consequence of his letters to assist or aid this railroad company or to give them a secret advantage in the trial of this lawsuit against its opponents, then the law conclusively presumes that he intended that as the result of this correspondence, and he can not be heard to say that he had no such intent.

The WITNESS. If the Presiding Officer will permit me, I will state the facts and circumstances under which the letters were written and what the consequences were.

The PRESIDENT pro tempore. If counsel will vary the question so as to correspond with the suggestion of the witness, the Chair thinks that would be legitimate.

Mr. SIMPSON. I do not see how counsel can do otherwise when the witness has made the suggestion. I will vary the question accordingly. [To the witness:] Go on and state the facts and circumstances, please.

The WITNESS. When this case came up for consultation, after argument, the judges were not united in their views. There was quite a diversity of view, and I found myself in the minority. The view expressed at the final consultation before the judges separated for the summer was to dismiss the proceedings. I dissented from that view, and I understood that one of the other judges probably would join me in that dissent. During the summer vacation I undertook to formulate my views. I made an extended study of the case. I have here some of the many notes, or most of the notes, which I made upon that occasion. In writing that dissent the views that I expressed in that dissent were that the order of the Interstate Commerce Commission was not sustained in any particular by the evidence which they had before them. I read all the testimony and made an abstract of it. In the course of that I came upon the statement made by Mr. Compton in his testimony before two of the members of the Intestate Commerce Commission with regard to one point, and it was in order to see whether I apprehended what Mr. Compton intended in his testimony that I wrote the first letter to Mr. Bruce.

I understood Mr. Compton to negative a certain circumstance with regard to rates; and the Interstate Commerce Commission apparently, in drawing up their opinion, had taken the contrary view. It was simply to throw light upon that and to enable me to know whether I was proceeding upon proper grounds in the dissent which I intended to express that I wrote that letter. I wrote my dissenting opinion and sent copies of it around to the different judges along about the last of September, and when we gathered together again in October I found that apparently my dissenting opinion had made some impression upon the court. That dissenting opinion, with changes and adaptations, was finally made the opinion of the court, and all the judges coincided in that view with one exception. Judge Mack raised another question about the variations that had been made from what is spoken of in the opinion as the Cooley award, which figures somewhat in the opinion and in the case, by reason of the change that had been made in the tariffs into the southeastern territory from Ohio and Mississippi crossings, by reason of the change from class to commodity rates and by a number of commodity rates that were given. That question was one which had not been raised in argument, and for the purpose of doing justice to counsel, who had not had an opportunity to meet that question, which, as I say, was raised by Judge Mack and not by counsel on the other side, I wrote the second letter, so that counsel might be advised that that question was up. As it turned out, neither of those letters figured in the position taken by the opinion, and those letters really in the final disposition of the case never have had any effect upon it whatever.

Q. Why did you not send copies of those letters to counsel for the Interstate Commerce Commission and counsel for the United States?—A. Simply because, as I say, in the first place, it was simply for my own private guidance. The first letter, in formulating my dissenting opinion, which I had no idea would be more than a dissent, and afterwards, both with regard to that letter and what was spoken of in the second letter, amounted to nothing in the disposition of the case. It would take too long to point it out, but that is very clear to anybody who is acquainted with the case and who will look at that part of the opinion in which those two questions come up.

Mr. REED. Mr. President, I send an interrogatory to the desk.

The PRESIDENT pro tempore. The Senator from Missouri asks that a question be propounded to the witness. The Secretary will read it.

The Secretary read as follows:

Why did you write only to the lawyer in whose favor you had already made up your mind?

The WITNESS. The first letter was written in regard to the testimony of Mr. Compton, and for the purpose of clearing up what seemed to be an ambiguity, but I did not consider it so, but I wanted to confirm my own views about it.

Mr. JONES. Mr. President, I send to the desk the following question.

The PRESIDENT pro tempore. The Senator from Washington propounds an inquiry, which will be read to the witness.

The Secretary read as follows:

Why did you not call the attention of the members of the court to the correspondence you had with Mr. Bruce?

The WITNESS. The correspondence I had with Mr. Bruce became practically of no importance because of the views which were finally embodied in the opinion. As I say, I could point that out very readily. If anyone reads the opinion he will find that so far as Mr. Compton's testimony is concerned, in the opinion it is assumed that Mr. Compton's testimony was exactly as the Interstate Commerce Commission regarded it. That is assumed in the opinion and discussed upon that basis. In regard to the variation from the Cooley award by reason of the changes in commodity rates, that also is taken up and considered just as it was stated by Judge Mack, and without regard to anything suggested in the letter of Mr. Bruce.

Mr. CHAMBERLAIN. Mr. President, I submit a question.

The PRESIDENT pro tempore. The Senator from Oregon sends to the desk the following inquiry.

The Secretary read as follows:

Did you inform any of the associate judges of the fact of your having written the letters to which you have just referred and of the replies you received?

The WITNESS. I do not remember that, if I ever did.

Mr. SIMPSON. I want to say, Mr. President, that it is admitted in this case that the first letter was attached to the record and is attached to-day as the case is pending in the United States Supreme Court.

Q. (By Mr. SIMPSON.) Do you know who attached that letter to the record?—A. I assume I did, because I do not know how else it could have gotten there. I have no memory on the subject.

Q. There appear in the letter written by you to Mr. Bruce under date of March 8, 1912, and offered in evidence by the managers as Exhibit No. 61, these words:

A considerable portion of it—

That is the opinion—

if not, indeed, the best, is from the hand of another member of the court, and it is probably there that you find the enunciation of principles which you particularly commend.

Who was that other member of the court?—A. Judge Knapp.

Q. And what were those principles—the ones you have referred to?—A. In part, those which I have just referred to. It is Judge Knapp's entire composition in both the cases I have just spoken of, and there are other parts; there are a good many things in my dissenting opinion that were cut out at the suggestion of Judge Knapp and other members of the court, in order that the judges might get as nearly as possible together and agree together as nearly as possible.

Mr. REED. I have a question which I did not have time to write when we were on the subject, which I will send up.

The PRESIDENT pro tempore. The Senator from Missouri propounds the following inquiry, which will be submitted to the witness.

The Secretary read as follows:

Q. Did you consider it proper, in passing upon a doubtful point in evidence, to hear only from that lawyer who would certainly desire to concur in your view?

The WITNESS. I certainly should not have written the letter if I had supposed it was improper.

Mr. REED. I should like to have the question read again to the witness, so that he may answer all of it.

The PRESIDENT pro tempore. The question will be read.

The Secretary again read the question.

The WITNESS. I certainly do not consider it proper to do that, if that answers the question.

Q. (By Mr. SIMPSON.) Turning, now, to article 5, will you tell us, please, how long you have known Frederick Warnke?—A. I have known Mr. Frederick Warnke from the time he was elected recorder of deeds, I being president judge of the county at that time. I forget just the date of that; it must be 10 or 12 years ago, because I have been on the Federal bench 12 years.

Q. There is testimony here of a conversation had between you and him in relation to his claim against the Philadelphia & Reading Coal & Iron Co. Will you please tell us what that conversation was?—A. Mr. Frederick Warnke came to me and told me with regard to certain difficulties which he had had with the Reading Railroad Co. over an operation in Schuylkill County, Pa. He said that he had a lease which covered underground workings, and also, I think, some washing; that he had invested quite a sum of money there, and his washery or his breaker—I forget which—had burned down and he had rebuilt it, and then finally he was brought face to face with the fact that the Reading Railroad Co. told him he was acting under a lease that was not assignable, and that he had no rights there. He said that Mr. Richards was the person who had enforced this against him, and he wanted me to see Mr. Richards and see whether Mr. Richards would not reconsider that question.

Q. What did you do in consequence of that conversation?—A. I got into communication with Mr. Richards. I forget whether it was by telephone or by letter. I know I finally got a telegram and then, I think, a letter fixing the date, which my impression is I suggested, somewhere the last part of November a year ago, when I was to meet him at Pottsville in regard to this matter.

Q. It appears from the letter offered in evidence by the managers, dated November 24, 1911, Exhibit 85, page 744, that you said that you were going up to Pottsville on some other matter. What was the occasion of your visit?—A. I was going to Pottsville to confer with my nephew, Col. James Archbald, who is the engineer in charge of the Girard estate, with regard to the leasing of Packer No. 3 from the Girard estate.

Q. Did you go there on that occasion?—A. I went down there for that purpose.

Q. And did you see Mr. Richards?—A. I saw Mr. Richards.

Q. Tell us what occurred, please.—A. I went to his office and let it be known that I was there and he came to see me. Then I stated my errand, which was in substance what I have already said; what Mr. Warnke asked me to do. He then called for a budget which he had of numerous papers bearing upon the same subject, in which it appeared that the matter had been called to his attention and to Mr. Baer's attention, Mr. Baer being the president of the road, by several other parties, including ex-Congressman Howell, an attorney at law of Scranton, and he went into the matter at length, to show that, as he thought, Mr. Warnke had been given all the consideration he was entitled to.

Q. What afterwards, if anything, was done in regard to it?—A. I had to coincide in a large measure with what Mr. Richards said about the subject. I had no idea that this matter had been brought to their attention in any other way than by Mr. Warnke himself, and so I simply told Mr. Richards that I had nothing further to say, and I came home.

Q. What, if anything, was done by you in relation to the matter afterwards?—A. I told Mr. Warnke—just how soon I could not tell or in what way—that Mr. Richards would not reconsider the question.

Q. Did that close the matter so far as you were concerned?—A. Yes; that closed the matter.

Q. What knowledge, if any, had you that the Philadelphia & Reading Coal & Iron Co. had adopted a rule that they would not lease their culm dumps?—A. I knew of no such rule.

Q. What knowledge had you, if any, that the Philadelphia & Reading Railroad Co. had such a rule?—A. I knew nothing about that.

Q. It is charged in article 5 that you used your influence as a judge of the Federal court in relation to that matter. Will you tell us, please, what is the fact in regard to it?

Mr. Manager STERLING. We object to the question.

Mr. SIMPSON. I will change the form of the question to avoid, perhaps, one of the branches of the objection.

Q. (By Mr. SIMPSON.) What, if anything, was said or done by you to exercise any influence as a Federal judge in reference to this matter——

Mr. Manager STERLING. We object to that question.

The WITNESS. I have——

Mr. SIMPSON. Do not answer the question, please.

The PRESIDENT pro tempore. The Chair thinks a part of the question should be eliminated. You may ask what he did or said in regard to the matter, but as to the motive involved, that is another thing.

Q. (By Mr. SIMPSON.) What, if anything, was said or done by you as a Federal judge to influence anybody in regard to it?

The PRESIDENT pro tempore. No; the criticism that the Chair makes is with respect to asking him what he, as a Federal judge, did to influence anybody. That is not correct, in the opinion of the Chair.

Mr. SIMPSON. I am very much at a loss to know how to word the question in order to meet the charge which is made in this article. This article distinctly charges that he used his influence as a Federal judge in regard to this matter. Now, that either is or is not true. I have the right to meet it by evidence to show that it is not true; and the question which I am putting is directed expressly upon that ground.

The PRESIDENT pro tempore. The Chair thinks that counsel is authorized to prove everything said and done by the witness.

Mr. SIMPSON. That is undoubtedly my right. That I have done; and I have, sir, I submit, a right to go a step further. I have the right to show whether or not there was any intention on his part to do anything; whether his mind had in it the evil intent which is the necessary factor in reference to a charge of crime such as is made here.

Now, it is undoubtedly true, and I am answering just the point suggested by Mr. Manager STERLING a while ago in regard to that matter, that in that class of cases where, for instance, to use an illustration, if I point a loaded pistol at a human being and deliberately draw the trigger of that pistol, and I know it is loaded, and it goes off and kills a man, there is presumed from that fact an intent to do a wrong. But this is not the class of cases that belongs to that category at all. Here the whole purpose rests in the intent. Did I do a thing with an intent to do a wrong? It is not a necessary result of that which I do that a given thing shall be brought to pass. That may or may not be so. It is the purpose or the intent in the mind of the man who acts, and neither you nor I nor anyone else can know what that intent was except by producing the evidence of the witnesses in regard to it. That is the reason it is entirely outside of the class of cases to which Mr. Manager STERLING refers and is within the class referred to in the extract from Jones on Evidence, which was read by Mr. Worthington.

Mr. WORTHINGTON. Mr. President, may I add a word? This is a matter that applies to all the articles and to everything of a serious nature, it seems to me, which is charged against this respondent. I have in mind a transaction of which I have cognizance, which I think will illustrate this. A judge in this city, a Federal judge who held high station, went to the office of a lawyer in this city for the purpose of buying a house to live in—a lawyer who practiced and was liable to practice in the judge's court. I did not know anything about the transaction until it was over. If that judge should be indicted for going to that lawyer and trying to get that house on favorable terms or for less than it was worth, or charged with going there and trying to influence that lawyer to sell him that property, what earthly means would there be of determining whether he went there to use his influence as a judge with the lawyer, the lawyer thinking he might, in the future, get favors in the judge's court, or whether he went there in the ordinary way, just as this judge unquestionably did, for the purpose of buying the property, without such a thing as has been suggested ever entering his mind?

Now, in this particular transaction we have a single occurrence—Mr. Warnke asking his friend, Judge Archbald, to speak to Mr. Richards in his behalf, for the purpose of letting him have some relief, no matter what it was, and the judge having business at the place where Mr. Richards was, asked him to do it. Mr. Richards said he could not do it and explained why, and that was the end of it.

Now, Judge Archbald is brought here, subject to the possible penalty of being bereft of his office, and being prevented forever from holding any office under the United States, and being forever disgraced. And why? It must be because the managers intend to contend that when he did that he intended that Mr. Richards should be influenced by his position as judge to do something to favor Warnke. Now, if there is anything settled in the law, as shown by the decisions in the textbook from which I have read—

> Whenever the intention, motive, or belief of a person is relevant to the issue it is competent for such person to testify directly upon that point.

The PRESIDENT pro tempore. The Chair would suggest that that is not the exact question asked.

Mr. WORTHINGTON. I understood the Chair to say, in excluding the question, not to ask about the motive. Now, it is the motive we want to ask about, and it is the motive which, it seems to me, the Senate wants to know about.

The PRESIDENT pro tempore. The question was not asked what was the motive in certain acts put in evidence. The question, if the Chair remembers correctly, was in different form. The question was——

Mr. POMERENE. I ask to have the question repeated.

The PRESIDENT pro tempore. The question will be read by the Reporter.

Mr. SIMPSON. I will withdraw the question, if I may, because if we are fighting over words it is not worth while, and I will put the question directly, as the Chair suggests, and that is, What motive, if any, had you in seeing Mr. Richards in regard to this matter?

The PRESIDENT pro tempore. The Chair thinks that it may be answered——

Mr. Manager STERLING rose.

The PRESIDENT pro tempore. But if the manager objects, the witness will suspend for a moment. The Chair was premature in ruling upon the question. It did not know that the manager was going to object.

Mr. Manager STERLING. I think the question he asks now is objectionable. It seems to be an unnecessary question, because everybody knows his motive was to purchase this dump or have this transaction.

Mr. WORTHINGTON. Oh, no. There is nothing in regard to the dump in this transaction.

Mr. Manager STERLING. Well, his purpose was, of course, to accomplish what he went after. Everybody will agree to that. And if the question is to elicit an answer to that effect we do not object, but say it is immaterial. But if it is expected that this witness is to reply that it was not his motive to use his influence as a judge, then the quesion is improper.

Mr. WORTHINGTON. That is exactly what we do expect to ask him.

Mr. Manager STERLING. Then we object.

The PRESIDENT pro tempore. The Chair thinks it would be a matter of argument afterwards as to whether or not the testimony of the witness is in accord with the facts, but the Chair thinks there ought to be liberality in a case of this kind.

Mr. Manager STERLING. Before the Chair makes its final decision I should like to make reply to what these gentlemen have said.

I agree with the President that it is a matter of argument. We can argue the conclusions which the managers reach, and counsel can argue the conclusions which they reach, and they will draw their inferences. Therefore it is not proper for the witness to argue the case or give his conclusions or give his motives or give his purpose. The best argument that can be adduced in favor of the objection to this question is the illustration used by counsel, Mr. Simpson, who said this: That if one man direct a gun toward another and touch the trigger, and if the gun is discharged and the other man is killed, the law will presume that he intended to murder the man. And so if a judge directs his speech toward another along a certain line and convinces the other that he has accomplished that thing, then the law will conclusively presume that he intended to accomplish that thing. The illustration is in point, and it proves that the objection we make to the question is valid.

Mr. SIMPSON. Instead of that, sir——

The PRESIDENT pro tempore. The Chair thinks those presumptions are not conclusive presumptions. They are presumptions; there is no doubt about it; and are conclusive unless rebutted. The Chair will admit the evidence.

Q. (By Mr. SIMPSON.) Will you tell us, please, Judge, what was your motive in seeing Mr. Richards in regard to this matter?—A. I simply went there as a friend of Mr. Warnke to do a friendly act. I said nothing with regard to my mission, except just simply that—to get a reconsideration for Mr. Warnke of the question of his standing with that company. There was nothing said outside of that.

Q. Tell us, please, whether or not there was anything to be paid to you for seeing Mr. Richards on the subject.—A. Nothing whatever; nothing.

Q. What had your seeing Mr. Richards for Mr. Warnke in relation to that matter to do with the purchase and sale of the old gravity fill?—A. It had none.

Q. There appears in evidence in this case a note for $510, given on April 6, 1912, by the Premier Coal Co. to the order of its stockholders, and indorsed by them and handed over to you. Will you tell us, please, for what that note was given?—A. It was a commission on the sale of the old gravity fill. The gravity fill was on the abandoned line of what was originally known as the Washington Coal Co., as it happened, laid out by my father; and subsequently it was called the Pennsylvania Coal Co. It was a gravity road with planes, as they called them, on which the cars were drawn up and then run from the top of one plane to the next by gravity. I should say about 25 years ago that was given up for a locomotive road, and this was a fill, quite a large fill. I was acquainted with it. My brother and I at one time, about 18 or 20 years ago, had thought of washing it. It was on the property of the Lacoe & Shiffer Coal Co.

I became acquainted with that fact, and I corresponded with Mr. Berry and secured an option from him. That option was carried along from early in the spring of 1911 until about a year after that, not always in writing, but in part verbally. Among others who went to see it was Mr. Warnke, on behalf of the Standard Brewing Co. The Standard Brewing Co. did not take it, and then Mr. Warnke conceived the idea of taking it for himself. He finally got together Mr. Swingle and his brother-in-law, Mr. Kiser, and Mr. Schlager, who was a coal man, and they organized this company and made a deal for the property

with Mr. Berry. They met in my office and there the arrangement was practically consummated.

While I knew then about the gravity fill, it had been particularly called to my attention by John Henry Jones, and Mr. Jones had an arrangement with Mr. Warnke by which Mr. Warnke was to pay a commission in case of the sale. I think at one time Mr. Jones said he had an arrangement by which he was to pay as high as a thousand dollars. After the consummation of the sale, Mr. Jones—I have to state this on hearsay—talked with Mr. Warnke about it.

Q. Do not tell us about that.—A. Well, I will not, except to explain that as the result of what Mr. Jones had communicated to me that Mr. Warnke had communicated to his associates—no; I had a communication by telephone with Mr. Swingle or Mr. Kiser, one or the other, at least with their office, and they said that they would recognize the matter of the right to a commission. They were real estate men, and they understood how commissions were paid, and they would draw up a note and send it to me. They drew up a note for $510, including the discount, for four months. It was drawn to my order, and not to their own order, which was the correct way in order to make them the indorsers; and so I sent it back to them, and subsequently I called at their office and got the note in the final form. I took the note, indorsed it, and had it discounted at my bank, and I gave Mr. John Henry Jones a check for one-half of the money that realized. That check is here.

Q. What was the date when you gave to Mr. John Henry Jones his one-half of it?—A. Here is the check.

Q. Give us the date of it, please.—A. It is dated April 6. The stub shows to John Henry Jones, one-half commission on sale of old gravity fill, $250.

Q. Had any railroad company anything to do with the old gravity fill?—A. Nothing whatever.

Q. Did you know of the pendency of the investigation in this case at the time you received that note and had it discounted?—A. No; except what had been communicated to me, that there was an investigation by some one sent up to Scranton on the part of the Department of Justice, of which I had no other except this indirect notice.

Q. Had you any interview or conversation with Mr. Warnke about it prior to that time?—A. Yes. Mr. Warnke had told me that he had been called in by the representative. I do not know whether he gave me his name or not; I now know it was Mr. Wrisley Brown—and he wanted to know about some transaction; I forget what it was. He came to me to know whether he should go and testify. I said, "Of course; go ahead and tell them what you know."

Q. Was that before or after the giving of this note of April 6, 1912?—A. It must have been before.

Q. Before that?—A. Yes.

Q. Do you know W. W. Rissinger?—A. I have known Mr. Rissinger for over 20 years. I think I first got acquainted with him when he and Mrs. Rissinger were members of a Bible class which I taught in that remote time.

Q. We are now dealing with article 7, so that we may have the record straight about that. Did you know of the gold-mining claim in Honduras in which he was interested?—A. I first heard about that from Mr. Bernard Moses, who lives there in Scranton, and who was in attendance at the hearing before the Judiciary Committee in May, but he was not examined as a witness. He told me—I really can not tell how the matter came up, because it was nearly five years ago—he told me about Mr. Rissinger going down into or proposing to engage in placer mining in Honduras.

Q. What interest had you in that company or concern that was interested in a gold-mining claim in Honduras?—A. Subsequently to that, I think, he brought Mr. Rissinger to my office, and we talked the matter over. Still later Mr. Rissinger brought Mr. Russell and Mr. Hamilton, who had the main concession of which Mr. Rissinger had a very small fraction. They had maps and plans, and laid them before me, and also came to my house, and we discussed the matter there, with an idea of taking an interest in the concession—that is, in the large concession, the one that they had.

Q. Did you take any interest in it?—A. I did not.

Q. It appears in evidence that Mr. Rissinger gave a note for $2,500 to the order of yourself and Mrs. Hutchinson and that you and she indorsed that note. What became of it after you indorsed it?—A. I only know what I have known since. I indorsed that note as an accommodation to Mr. Rissinger, and what he would do with the proceeds I do not know.

Q. Did you get any of them?—A. I certainly did not, or any benefit from it.

Q. Why did you indorse it?—A. As a mere matter of accommodation and friendliness.

Q. Was it indorsed for any interest in the Honduras company of which we have spoken?—A. It was not.

Q. What became of it after it was indorsed, so far as you know?—A. I understood, I know from what has happened since, that it was discounted by the County Savings Bank.

Q. Did you know it was to be presented to John T. Lenahan?—A. I never heard it had been, or was to be, until I heard Mr. Lenahan testify.

Q. You mean testify before the Judiciary Committee?—A. Before the Judiciary Committee.

Q. It appears in evidence that there was later on given to you certain shares of stock in the Scranton-Honduras Mining Co. For what was that stock given?—A. That stock, as I understood it, was given to me for the purpose of securing my indorsement at the time that I indorsed the note in the first instance. I understood from what Mr. Rissinger said that he was going to put in as collateral his own stock or interest that he held in the Davis Coal Co., a coal company in which he was interested, and which was being operated, and which I believed proved a success. That was not done, but before the note came around for renewal, along in February, he came and brought the shares and stock. From what was said at the time I gathered that and I always had that impression.

Mr. Manager STERLING. Mr. President, this witness has stated several times in relating this matter that he understood so-and-so. I should think the witness ought to state what was said between these gentlemen and let others determine what they understand to be the logical inference.

Q. (By Mr. SIMPSON.) We want your recollection in regard to the matter. The word "understood" has two meanings.—A. It is nearly four years ago since this happened.

Q. State what your best recollection on the subject is; that is all.—A. My best recollection is that when Mr. Rissinger came to renew the note he brought this up and said that he had made this out for me for the purpose of securing me upon my indorsement.

Q. Who paid the interest on the note when it fell due?—A. Mr. Rissinger has paid the discount on it at all times.

Q. Who paid the principal?—A. I only know what Mr. Rissinger testified and what Mr. Ruth testified, that it had been paid.

Q. You did not pay it?—A. Oh, I did not pay it. I have not paid a cent on that thing.

Q. I am turning, now, to articles 8 and 9. You have several times testified to having met John Henry Jones. How long have you known him?—A. I think I had known him about five or six years, and I knew something about him before I had actually met him.

Q. It appears in evidence here that you drew a note for $500 to your own order, which was signed by Jones and then indorsed by you. For what was that note given?—A. I do not remember that I did draw the note. I indorsed the note. I indorsed a note that was made out in the form which is the correct form, as I understand it, made out to the payee. I did it for the accommodation of Mr. John Henry Jones, who had been to Venezuela and had an oil concession of some character which, he convinced me at the time, he had a good chance of negotiating in London. This note was for the purpose of raising money to get him there.

Q. After its indorsement, what was done with it?—A. I did not know what was done with it until Mr. Von Storch called me up and asked me whether I had indorsed such a note, which had been presented to him for discount. I will correct that to this extent: Some time before that, after the note had been indorsed and had left my hands, Mr. John Henry Jones told me that Mr. Edward Williams either was going to present it or had presented it to Mr. C. G. Boland to have it discounted.

Q. Did you tell him that he might do so?—A. I did not. I had nothing to do with it at that time. It was out of my hands.

Q. Tell us, please, what interview, if any, you had with Edward J. Williams in regard to the note.—A. No; I had no interview with him about it. The only one I spoke to in the matter was Mr. John Henry Jones, in the way I have stated.

Q. It has been suggested here that this note was given in order to obtain an interest on your part in this oil concession in Venezuela. What is the fact regarding that?—A. No; that is not the fact. After Mr. John Henry Jones was in London I got a letter from him, which I endeavored to find and have not been able to, in which it was suggested that I would have a certain interest as a result of the successful negotiations which he seemed to think he had consummated there.

Q. Did you take any interest in it?—A. I would have taken that interest if it had been consummated; yes, sir.

Q. But you did not? In point of fact, it was not consummated?—A. No.

Q. What knowledge had you, other than you have stated, that it ever, in fact, had been presented to either of the Bolands?—A. I know nothing except just what I have stated.

Q. The note as originally presented to Mr. Von Storch had upon it Mr. Edward J. Williams's indorsement. When did you first learn that Mr. Williams had indorsed the note?—A. I could not tell you really about that. I did not know that he was going to indorse it. I think I must have known something about it at the time of the first renewal. That is as near as I can get.

Q. You testified a while ago that on one occasion Mr. Jones said to you that it had been or would be presented to Mr. Boland. What knowledge or thought had you at the time of the pendency of the case of Peale against the Marian Coal Co.?—A. That case was decided on demurrer in September. This note was in November. I do not know the cases that are pending in my court. I never pay any attention to any case until it comes before me in court. I did not bear that case in mind. I had forgotten all about it after I had made the decision.

Q. Did you get any part of the proceeds of the note?—A. None.

Q. There appears in evidence here a paper signed by E. J. Williams, directed "To whom it may concern," and dated July 31, 1911. What knowledge had you of that paper?—A. I never heard of it until it was produced before the Judiciary Committee last May.

Q. Who paid the interest on that note?—A. Mr. Jones.

Q. Who paid so much of the principal as has, in fact, been paid?—A. Mr. Jones.

Q. Do you remember the case of the Risden Locomotive Iron Works against Von Storch?—A. That was a case that was heard before me without a jury. It was a suit to charge Mr. Von Storch and his cousin, Mr. T. Cramer Von Storch, as directors of a gold placer company that had been in operation in Montana. It was to charge them as directors because of the failure to file a statement. As I said, it was tried before me without a jury, and I disposed of the case. I think the claim was something like $10,000. I found against Mr. Von Storch and his cousin to the extent of about $800 or $1,000, I forget the exact amount. That case was disposed of along in January, 1909.

Q. That was how long before the giving of this note?—A. Pretty near a year.

Q. What connection had the giving of this note with that case?—A. None whatever.

Q. What connection, if any, had the discounting of it with this matter?—A. None whatever.

Q. It appears also in evidence that on one occasion you appointed Mr. Von Storch a receiver in bankruptcy. Will you tell us, please, the circumstances under which that appointment was made?—A. Mr. Von Storch is not in very active practice. He gives himself mainly to the presidency of his bank. Upon one occasion there was a bankrupt in that end of the city of Scranton which we commonly call the old borough of Providence. The Providence Bank were parties as indorsers upon the notes of this bankrupt, which made the Providence Bank somewhat concerned in the result. At the hearing before me, at which all sides were represented, Mr. Von Storch was either agreed on practically or I did appoint him receiver. At least I appointed him. I forget the immediate circumstances about it other than that.

Q. What connection, if any, had that with the giving or discounting of this note?—A. None whatever.

Q. It is averred in the articles we are here considering that you knew that this note could not be discounted in the usual commercial channels. Will you tell us, please, what the fact in regard to that is?—A. I know that my indorsement seemed to go.

Q. Did you or did you not know that it was discounted in the usual commercial channels?—A. I had reason to believe that it would be, and it was.

Q. What was your motive in giving the note?—A. Simply to accommodate Mr. Jones.

Q. Had you any other motive whatever?—A. None.

Q. Mr. Williams in his testimony said he told you that the note had been presented to the Bolands and that they had refused to discount it. Will you tell us, please, what the fact is on that subject?—A. As I have said, I think that Mr. John Henry Jones told me there that it was to be presented or had been presented. I do not remember that Mr. E. J. Williams ever said anything to me about it.

Q. Turning now to article 10, what relation are you, if any, to Henry W. Cannon?—A. Mr. Henry W. Cannon is own cousin of Mrs. Archbald.

Q. What have been the social relations between him and your family since you were married to Mrs. Archbald?—A. Mr. Cannon has visited at our house in Scranton. Mrs. Archbald and my children have visited at Mr. Cannon's house in New York.

Q. It appears in evidence here that in 1910 you and Mrs. Archbald became his guests on a trip to Europe. Will you tell us, please, how long before that time it was that you had taken a vacation?—A. The work in the middle district and the work that I had been called to do was very exacting. I had had no opportunity to take any vacation prior to that time since some time in August, 1903—nearly seven years.

Q. With whom did you consult prior to deciding whether or not you would go on that trip?—A. I consulted with my associates—the judges of the circuit. I remember that distinctly. I think I talked with Judge Gray——

Mr. Manager STERLING. Mr. President, we object to this testimony.

The PRESIDENT pro tempore. The Chair does not know what there is in the articles that this testimony will elucidate.

Mr. SIMPSON. If I were to be asked what issue is in this article, I would be unable to state, notwithstanding what I have heard from the managers from time to time in this case. But the article states this issue as nearly as I can get at it. They say that Judge Archbald accepted an invitation from Mr. Cannon for a trip to Europe, knowing at the time that Mr. Cannon was connected with certain railroads which might—the Lord knows when and I hope He knows how, if anyone knows—at some time or other have some litigation in some court with which Judge Archbald might some time be connected. I propose to show, sir, that before he accepted the invitation he consulted with the judges of the circuit in which his court was. This was while he was a member of the district court. I propose to show that he stated the circumstances to them, and that they advised him that it was a wise and proper thing and that he should go, and that they knew at the time that Mr. Cannon was to pay the expenses of that trip.

That is the purpose. It bears directly on the purpose as to whether or not there was anything wrongful in accepting that invitation. I can not, for the soul of me, see how it is possible that there could be anything wrongful, but I have to meet what is charged.

The PRESIDENT pro tempore. The question is whether in the opinion of the Senate it is wrong, not whether it is wrong in the opinion of others.

Mr. SIMPSON. But, of course, I have to produce evidence by which the Senate can reach its opinion.

The PRESIDENT pro tempore. The Senate will be its own judge of the facts proven, and will not be governed by the opinion of others.

Mr. SIMPSON. I am asking as to those facts whether he did consult with others and who they were.

The PRESIDENT pro tempore. The Chair does not think that it is legitimate evidence.

Q. (By Mr. SIMPSON.) What corporation, to your knowledge, was Mr. Cannon connected with at that time?—A. I never heard that he was connected with any corporation at that time, other than some that were on the Pacific coast.

Q. Will you tell us, please, whether or not any corporation with which he was connected had ever been a litigant in any court with which you were connected?—A. None to my knowledge.

Q. Had you any reason to believe that any corporation with which he was connected would likely be a litigant in your court?—A. Not certainly from the Pacific coast.

Q. Now, will you tell us, please, whether he ever made any suggestion to you, either then or at any precedent time, in favor of any corporation?—A. Mr. Cannon is quite reticent in business matters and never talks them over. He never talked them over with me.

Q. Did he ever make any suggestion——

Mr. Manager STERLING. We object.

The PRESIDENT pro tempore. Does the counsel insist on that question?

Mr. SIMPSON. No; I will not insist on it, sir. [To the witness:] Who was Edward R. W. Searle? This question, I will say, has reference to article 11.—A. He was the clerk of the district court and of the circuit court of the middle district of Pennsylvania.

Q. Who was J. Butler Woodward?—A. He was the jury commissioner of that district.

Q. What connection, if any, had either of them with the collection of the sum of money which was presented to you when you went to Europe in 1910?—A. None to my knowledge, except as contributors to it.

Q. When did you first learn of an intention to make that contribution to you?—A. About 10 or 15 minutes before the vessel sailed. As I was standing on the deck by my stateroom, Judge A. T. Searle, of Honesdale, who is no relative of Mr.

E. R. W. Searle, pulled out of his pocket a package and handed it to me, saying that these were sailing orders which I was to observe, and that I was not to open the package until I was a couple of days at sea. Mr. E. R. W. Searle was present there, and Mr. Bernhard Moses also—these three. Judge A. T. Searle was the one who spoke.

Q. When did you open the package?—A. After the boat had sailed. I did not wait the two days. I opened it and found that the package contained money. It also was accompanied by a letter.

Q. What knowledge had you that there was to be presented to you anything at the time of the sailing prior to the time to which you refer, 10 or 15 minutes before leaving the dock?—A. I had not the remotest idea.

Q. What knowledge had you, if any, of what there was in the paper prior to the time you opened it after sailing?—A. I did not know.

Q. You have produced here a paper. You say this [exhibiting] is the paper that was contained in that package?—A. That was the paper accompanying the gift.

Mr. SIMPSON. We offer this paper in evidence, and ask to have it marked and read.

The PRESIDENT pro tempore. The paper will be marked and read as requested.

The paper was marked "U. S. S. Exhibit UU" and read as follows:

[U. S. S. Exhibit UU.]

APRIL 16, 1910.

DEAR JUDGE: This is a greeting of your appreciative friends of the bar of Lackawanna, in the middle district, wishing you bon voyage.

Rather than fruit, books, or flowers, we trust you will be willing to accept this as our hearts' desire for your pleasure and enjoyment in your more than well-earned outing.

May all happiness attend you and yours.

Willard, Warren & Knapp, O'Brien & Kelly, Watson, Diehl & Watson, Welles & Torrey, Samuel B. Price, R. W. Rymer, M. J. Martin, L. A. Watres, J. Benjamin Dimmick, C. E. Sprout, E. R. W. Searle, A. T. Searle.

(Indorsed: Accompanying the gift of $525 from the bar, on my going abroad, Apr. 16, 1910.)

Q. (By Mr. SIMPSON). Who was A. T. Searle?—A. A. T. Searle had been assistant United States attorney for the middle district of Pennsylvania. At the time of this occurrence he had been elected or appointed, I forget which—he was elected finally—president judge of that judicial district of Pennsylvania of which Wayne is one of the counties and Honesdale is the county seat.

Q. What was your relation to the contributors to this fund?—A. It was very close personally and professionally.

Q. How long have you known J. Butler Woodward? I am dealings now with article 12.—A. I have known him for 30 years.

Q. In what way?—A. In the most favorable possible. He is a very fine lawyer and a very sterling man.

Q. Why did you appoint him as jury commissioner?—A. I thought it was the best possible selection that I could make at the time.

Q. What was his standing in the community?—A. The very highest as a lawyer, professionally and personally.

Q. And where did he reside?—A. He lived in Wilkes-Barre.

Mr. REED. Mr. President, I send a question to the desk to be propounded to the witness.

The PRESIDENT pro tempore. The Senator from Missouri presents a question which he desires to have propounded to the witness. It will be read by the Secretary.

The Secretary read the question, as follows:

Were you in any financial distress at the time you accepted the $500 donation?

The WITNESS. I was not. I expected to pay the matters incidental to the trip outside of those which Mr. Cannon took care of, and I did.

Q. (By Mr. SIMPSON.) You say Mr. Woodward resided in Wilkes-Barre. That was within the middle district of Pennsylvania, was it not?—A. Yes; it is a short distance from Scranton—about 20 miles.

Q. He continued to reside in the middle district during the time of your incumbency of the office of judge of that district?—A. He did.

Q. What was his politics?—A. He was a Democrat, as his father and grandfather had been before him.

Q. And what was Mr. Searle's politics?—A. Republican.

Q. What did you know, if anything, about Mr. Woodward's railroad connections at the time you appointed him?—A. I did not know that he was a railroad lawyer, as the saying is.

Mr. JONES. Mr. President, I desire to submit a question to the witness.

The PRESIDENT pro tempore. The Senator from Washington presents an inquiry which he desires to have propounded to the witness. The Secretary will read the question.

The Secretary read the question, as follows:

Did Mr. Woodward seek the jury commissionership?

The WITNESS. The jury commissionership sought him. I pressed it upon him as a favor.

Q. (By Mr. WORTHINGTON.) A favor to whom?—A. A favor to me and to the district.

Q. (By Mr. SIMPSON.) I turn now to article 13. There has been offered in evidence here a letter, dated August 3, 1911, written by you to Thomas Darling, Esq., introducing Mr. Williams to him. Do you remember the giving of that letter?—A. I do.

Q. Will you state the circumstances attending its giving?—A. Mr. Williams came and spoke about a dump that was controlled by Mr. Darling. I had known of that dump previously, I think; at all events, he said that Mr. John W. Peale, who had had a lease of it, had given up the lease, and he thought Mr. Darling would be willing to lease it to him. I wrote the letter and gave it to Mr. Williams to take to Mr. Darling.

Q. How long had you known Mr. Darling?—A. I had known Mr. Darling ever since he was in college. I think he graduated in 1886. I had know him very closely and intimately; and every Yale reunion there was in that vicinity I think we both of us attended. He belongs to the same college society that I do. I had entertained him at my house.

Q. How long did you say that you had known him?—A. Since he was in college. I think he graduated in 1886, if my memory serves me aright.

Q. That would be about 26 years?—A. Yes; I think about that time.

Q. You both went to the same college?—A. We were both gradutes of Yale.

Q. After this letter was given to Mr. Williams what, if anything, was done by you in relation to it?—A. Nothing whatever. I never heard of it afterwards.

Q. There appears in evidence a letter written by you to Mr. Darling as Exhibit No. 95, found on page 865, in which you ask a reference to the Hollenback culm-dump case. Will you tell us, please, what was referred to in that letter?—A. At some time, I can not tell you when, Mr. Darling and I had a conversation in regard to culm-dump titles. He informed me that there had been a controversy and lawsuit in which he had defended the right of the Hollenback Coal Co. against, I think it was, the Lehigh & Wilkes-Barre Coal Co. He represented one side and his partners represented the other; and he was particularly interested in the matter because he had won the case. It was a case which determined more or less culm-dump titles; and I wrote to him after that interview to get the report in which it could be found.

Q. For what purpose?—A. I simply wanted to know it as a matter of law.

Q. It is stated in article 13 that at divers times and places you, as United States judge, wrongfully sought to obtain credit from and through people who were interested in the result of suits that were pending or had been pending in your court. Will you kindly state the facts in regard to that matter?—A. There are no facts in regard to that matter that I know of.

Q. It is also stated in that article that you were engaged in carrying on a general business for speculation and profit in the purchase of culm dumps, culm lands, and other coal property. What are the facts regarding that?—A. Why, there are no facts with regard to that.

Q. It is also stated in that article that for a valuable consideration you were engaged in endeavoring to compromise litigation pending before the Interstate Commerce Commission. What are the facts touching that?—A. Absolutely there are no facts of that character.

Q. It is also therein stated that you willfully, unlawfully, and corruptly used your influence as a United States judge with the Erie Railroad Co.; the Delaware, Lackawanna & Western Railroad Co.; the Lackawanna & Wyoming Valley Railroad Co.; and other railroad companies engaged in interstate commerce, to induce them to enter into contracts and agreements in which you were financially interested with various persons, without disclosing your interest, but which interest was, in fact, known to the officers and agents of said railroad companies. Tell us, please, what the fact in regard to that is.

Mr. Manager STERLING. We object, Mr. President.

The PRESIDENT pro tempore. The Chair thinks that it would be improper to ask the witness whether or not that was true. The Chair also thinks it is competent for counsel to ask the witness what are the facts; in other words, in one case it

would be testifying to a conclusion and in the other case it would be testifying to the facts. Counsel can ask what the facts are, and if the witness knows those facts he can say so.

Mr. SIMPSON. I simply have asked what the facts are. That is the question. [To the witness:] State, please, what the facts are in regard to it.

The PRESIDENT pro tempore. The witness can state whether or not there are any facts.

The WITNESS. There are no facts that I know of to which that would apply.

Q. (By Mr. SIMPSON.) Tell us, please, whether or not at any time you asked anybody or knew of anybody being asked to conceal your connection with any of the matters to which you have testified in this case.—A. Never.

Mr. SIMPSON (to the managers). Cross-examine.

Mr. Manager CLAYTON. Mr. President, it is now within 25 minutes of the usual time of adjournment. The witness has been on the stand four hours and the Senate has been in session for five and a half hours or more. The managers suggest that, if it suits the convenience of the Senate, we are perfectly willing that the examination of this witness may be postponed until to-morrow. I may say that the counsel for the respondent themselves suggested to the managers that they thought that course would be proper, and we have agreed that it would be proper.

Mr. CLARK of Wyoming. Mr. President, I move that the Senate sitting as a Court of Impeachment do now adjourn.

The motion was agreed to.

Mr. LODGE. I move that the Senate adjourn.

The motion was agreed to; and (at 5 o'clock and 36 minutes p. m.) the Senate adjourned until to-morrow, Tuesday, January 7, 1913, at 12 o'clock meridian.

HOUSE OF REPRESENTATIVES.

MONDAY, *January 6, 1913.*

The House met at 12 o'clock noon.

The Chaplain, Rev. Henry N. Couden, D. D., offered the following prayer:

Our Father in heaven, source of life and light and love, mercy, justice, and truth, we wait upon Thee for that divine touch which shall enable us, amid the busy whirl and turmoil of life's activities, to hold our course to Thee and hallow Thy name, that at the close of this day we may lie down to peaceful slumber with the blessed assurance that whether we awake in this world or some other we are Thine, and that Thou wilt care for us there as Thou hast cared for us here. For Thine is the kingdom and the power and the glory forever. Amen.

The Journal of the proceedings of Saturday, January 4, 1913, was read and approved.

JOSEPH W. KING.

Mr. FOWLER. Mr. Speaker, I have a resolution which I desire to have read from the Clerk's desk.

The SPEAKER. Is it a privileged resolution?

Mr. FOWLER. I think it is, Mr. Speaker.

The SPEAKER. The Clerk will read it and we will see.

The Clerk read as follows:

Whereas on the 11th day of December, 1912, the Hon. Walter L. Fisher, Secretary of the Department of the Interior, issued to Capt. Joseph W. King, late captain of Company E, of the One hundred and Twentieth Regiment Illinois Volunteer Infantry, but now a guard in the Department of the Interior on a salary of $720 per annum, the following order of suspension:

Mr. JOSEPH W. KING, *of Illinois.*

SIR: On the recommendation of the Civil Service Commission, dated November 22, you are hereby suspended from duty for two months from January 1, 1913, without salary as a watchman at $720 in the office of the Secretary.

The commission states that its recommendation is the result of its investigation of your recent political activity in writing numerous personal letters soliciting votes for certain candidates for elective office in violation of——

The SPEAKER. The Clerk will suspend. The Chair will state to the gentleman that this is not a privileged matter, and that it will have to take the course of ordinary resolutions by going into the basket.

Mr. FOWLER. Mr. Speaker, I ask unanimous consent for the immediate consideration of the resolution.

The SPEAKER. Since the Calendar for Unanimous Consent has been provided, the Chair is precluded from submitting that request. The Chair will take pains to state it over again so that everybody will understand.

Some three or four years ago the House rigged up what is called the Unanimous Consent Calendar. It is not necessary to tell how it happened, but it was done. Last summer there were certain little matters pending here that the Chair thought were of a good deal of public interest, such as public works, and so forth, and one day the Chair started to let gentlemen in with these matters. The Chair thinks yet that he was right about it, but one of the Members of the House objected to the proceeding in a rather vociferous manner, and the Chair announced that after that he would adhere to the rule which he has stated this morning. So this resolution will have to go into the basket and take the usual course.

Mr. FOWLER. Mr. Speaker, I ask that the resolution be referred to the Committee on Rules.

The SPEAKER. It will go into the basket, and the Chair will look into it and confer with the gentleman.

Mr. FOWLER. Very well, Mr. Speaker.

CALENDAR FOR UNANIMOUS CONSENT.

The SPEAKER. This is Unanimous Consent Calendar day, and the Clerk will report the first bill on that calendar.

CHOCTAW AND CHICKASAW INDIANS.

The first business on the Calendar for Unanimous Consent was the bill (H. R. 25507) to authorize certain changes in homestead allotments of the Choctaw and Chickasaw Indians in Oklahoma.

The Clerk read the title of the bill.

Mr. STEPHENS of Texas. Mr. Speaker, I ask unanimous consent that that bill be passed over, for the reason that the gentleman from Oklahoma [Mr. CARTER] is not present.

The SPEAKER. The gentleman from Texas asks unanimous consent to pass this bill without prejudice. Is there objection?

Mr. MANN. Reserving the right to object, how many times has this bill been passed without prejudice?

Mr. STEPHENS of Texas. I think this bill was passed the last time it was up.

Mr. MANN. My impression is that it has been passed over three or four times without prejudice.

Mr. STEPHENS of Texas. The gentleman from Oklahoma [Mr. CARTER] is the author of the bill, and it pertains to Indian affairs in his district.

Mr. MANN. The gentleman from Oklahoma is usually very wide awake. I am not disposed to object, although I should think that the gentleman might be present on some unanimous-consent day when the bill was reached.

The SPEAKER. Is there objection to passing the bill without prejudice?

There was no objection.

ENLARGED HOMESTEADS.

The next business on the Calendar for Unanimous Consent was the bill (H. R. 23351) to amend an act entitled "An act to provide for an enlarged homestead."

The Clerk read the title to the bill.

The SPEAKER. Is there objection to the present consideration of the bill?

Mr. FERRIS. Mr. Speaker, I have received a request from the gentleman from Colorado, Mr. TAYLOR, who is sick in a hospital in Colorado, that this bill be passed without prejudice, and I ask unanimous consent that that course be pursued.

Mr. MONDELL. Mr. Speaker, reserving the right to object, many gentlemen here are very much interested in this legislation and desire that it be passed. I desire to accede to the wishes of the gentleman from Colorado, and still I think the legislation ought to be considered. If the final enactment of the legislation will be assured by letting it go over, of course I shall not object.

Mr. FERRIS. I can only give the gentleman the information that I have received from the gentleman from Colorado, Mr. TAYLOR, that he will be here in the course of a week.

Mr. MONDELL. On the theory that there will be objection made to the bill when it is taken up and that it will be stricken from the calendar, I shall not object.

The SPEAKER. Is there objection that the bill go over without prejudice?

There was no objection.

EXCHANGE OF LANDS FOR SCHOOL SECTIONS IN RESERVATIONS.

The next business on the Calendar for Unanimous Consent was the bill (H. R. 25738) to authorize the Secretary of the Interior to exchange lands for school sections within an Indian, military, national forest, or other reservation, or for other purposes.

The Clerk read the bill by title.

The SPEAKER. This bill is on the Union Calendar.

Mr. RAKER. Mr. Speaker, I ask unanimous consent that the bill be considered in the House as in Committee of the Whole.

The SPEAKER. Is there objection to the consideration of the bill?